Supreme Court, U.S.
FILED
07-879 JAN 2 - 2008
OFFICE OF THE CLERK

No. _____

In The
Supreme Court of the United States

AUTOTECH TECHNOLOGIES LIMITED PARTNERSHIP,
Petitioner,

v.

INTEGRAL RESEARCH & DEVELOPMENT CORP.,
Respondent.

On Petition for Writ of Certiorari to the United States Court of Appeals for the Seventh Circuit

PETITION FOR WRIT OF CERTIORARI

EDWIN I. JOSEPHSON
Counsel of Record
CARY S. FLEISCHER
CHUHAK & TECSON, P.C.
30 SOUTH WACKER DRIVE
SUITE 2600
CHICAGO, IL 60606
(312) 444-9300
ejosephson@chuhak.com
cfleischer@chuhak.com

January 2, 2008

Becker Gallagher · Cincinnati, OH · Washington, D.C. · 800.890.5001

QUESTIONS PRESENTED

A Contempt Order was entered in 1997 against Integral, an instrumentality of the foreign state of Belarus. Integral never appeared in District Court to contest or vacate the Contempt Order and had received notice of the Order.

In 2006, Integral failed to appear to contest the District Court's liquidating of the 1997 fine. Integral appealed only from the 2006 Orders and the Seventh Circuit held that Integral had waived sovereign immunity by appearing by counsel and filing a Counterclaim and under the Commercial Activity exception to the Foreign Sovereign Immunities Act of 1976 (FSIA), 28 U.S.C. § 1605(a)(1)(2). The Seventh Circuit did, however, vacate the 1997 Order even though no Motion had ever been filed to do so, no appeal from the Order had ever been taken, and no Federal Rule of Civil Procedure 60 Motion had ever been filed.

Three questions are present:

1. Can Belarus and Integral argue they had no knowledge of the 1997 Contempt Order because under the FSIA, service of process on an Embassy is disallowed and consequently the notices sent to an individual at the Embassy could be considered a nullity?

2. Did the fact that Integral and Belarus had assigned an Ambassador to the United States to meet on behalf of Belarus on these commercial activities appropriately result in the District Court ordering that

notice of the Contempt be sent to that individual on behalf of the Government of Belarus, and did the Seventh Circuit err by refusing to recognize this notice?

3. Can Integral request the Seventh Circuit to reverse a nine-year-old Order even though Integral had not appealed from that Order and had never appeared in the District Court to request the vacating of the Order?

LIST OF PARTIES

The parties are listed in the caption. The individual defendants Borovoi and Emelyanov are not parties to this appeal.

CORPORATE DISCLOSURE STATEMENT

Integral is an instrumentality of a foreign state.

Autotech is a closely-held limited partnership and no publicly-held company has any ownership in it.

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OPINION BELOW

The Opinion of the United States Court of Appeals for the Seventh Circuit is recorded at *Autotech Technologies, L.P. v. Integral Research & Development Corp.*, 499 F. 3d 737 (7th Cir. 2007). (See Appendix A).

STATEMENT OF JURISDICTION

This Court's jurisdiction is invoked under 28 U.S.C. § 1254(1). The Seventh Circuit's Opinion was rendered on August 29, 2007. The Seventh Circuit denied petitioner's Motion for Rehearing on October 2, 2007. This Petition is filed within 90 days thereafter.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

Foreign Sovereign Immunities Act, 28 U.S.C. § 1605:

> **§ 1605. General exceptions to the jurisdictional immunity of a foreign state.**
>
> (a) A foreign state shall not be immune from the jurisdiction of courts of the United States or of the States in any case --
>
> (1) in which the foreign state has waived its immunity either explicitly or by implication, notwithstanding any withdrawal of the waiver which the foreign state may purport to effect except in accordance with the terms of the waiver;

(2) in which the action is based upon a commercial activity carried on in the United States by the foreign state; or upon an act performed in the United States in connection with a commercial activity of the foreign state elsewhere; or upon an act outside the territory of the United States in connection with a commercial activity of the foreign state had such claim been brought in a separate action against the foreign state; or

(b) arising out of the transaction or occurrence that is the subject matter of the claim of the foreign state; or

(c) to the extent that the counterclaim does not seek relief exceeding in amount or differing in kind from that sought by the foreign state.

(Added Pub.L. 94-583, § 4(a), Oct. 21 1976, 90 Stat. 2894.)

28 U.S.C. § 1608(b):

(b) Service in the courts of the United States of the States shall be made upon an agency or instrumentality of a foreign state:

(1) by delivery of a copy of the summons and complaint in accordance with any special arrangement for service between the plaintiff and the agency or instrumentality; or

(2) if no special arrangement exists, by delivery of a copy of the summons and

complaint either to an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process in the United States; or in accordance with an applicable international convention on service of judicial documents; or

(3) if service cannot be made under paragraphs (1) or (2), and if reasonably calculated to give actual notice, by delivery of a copy of the summons and complaint, together with a translation of each into the official language of the foreign state --

(A) as directed by an authority of the foreign state or political subdivision in response to a letter rogatory or request or

(B) by any form of mail requiring a signed receipt, to be addressed and dispatched by the clerk of the court to the agency or instrumentality to be served, or

(C) as directed by order of the court consistent with the law of the place where service is to be made.

Federal Rule of Appellate Procedure 4(a):

Rule 4. Appeal as of Right -- When Taken

(a) **Appeal in a Civil Case.**

(1) **Time for Filing a Notice of Appeal.**

(A) In a civil case, except as provided in Rules 4(a)(1)(B), 4(a)(4), and 4(c), the notice of appeal required by Rule 3 must be filed with the district clerk within 30 days after the judgment or order appealed from is entered.

Federal Rule of Civil Procedure 60:

Rule 60. Relief From Judgment or Order

(a) **Clerical Mistakes.** Clerical mistakes in judgments, orders or other parts of the record and errors therein arising from oversight or omission may be corrected by the court at any time of its own initiative or on the motion of any party and after such notice if any, as the court orders. During the pendency of an appeal, such mistakes may be so corrected before the appeal is docketed in the appellate court, and thereafter while the appeal is pending may be so corrected with leave of the appellate court.

(b) **Mistakes; Inadvertence; Excusable Neglect; Newly Discovered Evidence; Fraud, Etc.** On motion and upon such terms as are just, the court may relieve a party or a party's legal representative from a final judgment, order, or proceeding for the following reasons: (1) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b); (3) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation, or other misconduct of an

adverse party; (4) the judgment is void; (5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application; or (6) any other reason justifying relief from the operation of the judgment. The motion shall be made within a reasonable time, and for reasons (1) (2), and (3) not more than one year after the judgment, order, or proceeding was entered or taken. A motion under this subdivision (b) does not affect the finality of a judgment or suspend its operation. This rule does not limit the power of a court to entertain an independent action to relief a party from a judgment, order, or proceeding, or to grant relief to a defendant not actually personally notified as provided in Title 28, U.S.C. § 1655, or to set aside a judgment for fraud upon the court. Writs of coram nobis, coram vobis, audita querela, and bills of review and bills in the nature of a bill of review, are abolished, and the procedure for obtaining any relief from a judgment shall be by motion as prescribed in these rules or by an independent action.

(As amended Dec. 27, 1946, eff. Mar. 19, 1948; Dec. 29, 148, eff. Oct. 20, 1949; Mar. 2, 1987, eff. Aug. 1, 1987.)

STATEMENT OF THE CASE

This matter arises from the decision of the United States Court of Appeals for the Seventh Circuit on August 29, 2007, which not only vacated Orders of the

District Court which were entered in 2006, but also vacated a contempt order which had been entered by the District Court in 1997.

Respondent Integral Research & Development Corporation ("Integral") is an entity which is owned by the Government of Belarus and entered into an agreement with Plaintiff -Petitioner Autotech Technologies Limited Partnership ("Autotech") that resulted in the entry by the District Court of an Agreed Order on April 3, 1997. Previously, Integral and its attorney had filed a Counterclaim requesting damages and never even raised sovereign immunity. The Agreed Order contained an injunction that Integral would not sell any products in the territory except to Autotech. (See Appendix E).

On December 2, 1997, Autotech filed a Motion for Finding of Contempt. (See Appendix H). The motion recited violation of the Agreed Injunction Order and recited that the Deputy Ministry of Industry of Belarus had previously acknowledged the Agreed Order as contained in Exhibit 2 to the motion. The motion further stated that after problems had arisen regarding wrongful competition by Integral, Autotech had contacted the Government of Belarus and as provided in paragraph 12 of the motion, negotiations occurred with Ambassador Valerie V. Tsepkalo, who the Government of Belarus had appointed to meet with Autotech and attempt to procure compliance with the Court Order. The motion stated that Tsepkalo, who was involved on behalf of the Government of Belarus during the contract negotiations with Autotech, had been given notice of the motion.

The District Court entered a Rule to Show Cause since no one appeared at the December 9th hearing, even though notice had been given. The District Court specifically directed that the rule to show cause that was entered on December 9, 1997 be sent to Tsepkalo, and the docket shows notice was sent to an attorney John LaPine who had formerly represented Integral (the other attorneys for Integral on the docket did not appear on 2006) (Appendix D and G at Dkt. items 25 and 26.

Autotech appeared again on December 23, 1997, and a transcript shows that the District Court was shown service was made on the Ambassador and by certified mail on Integral on December 12, 1997. The District Court did not enter the requested $5,000.00 a day fine, but entered a $2,000.00 a day fine with the provision that notice again be given and the fine be stayed for another week for Integral to appear. The docket again at Dkt. Nos. 27 and 28 shows notice was again given to Integral by the Clerk of Court to the Attorney of Record.

No one appeared from Integral and after unsuccessful citations to discover assets, in February 2006, Autotech filed a Motion for Writ of Execution. (See Appendix 9). The motion recited that after the 1997 Contempt Order was entered, Integral's lawyer and Autotech's lawyer had met to settle differences, discuss the Order and contact continued with Integral thereafter. (Appendix I at ¶¶ 2, 3).

The record not only shows that Integral never appeared in 1997 to contest the Contempt Order, never appeared to vacate the Court Order and never

appeared thereafter, but also there is nothing whatsoever in the record that contradicts the statements of Plaintiff Autotech that Integral had full knowledge of the Order and that Tsepkalo who had been involved in negotiations had received the notices that were sent.

When Autotech appeared in 2006 to have a Writ of Execution issued to enforce the Contempt Order through foreign sources, Integral again did not appear and Judge Coar entered orders on February 10, 2006 entering a judgment and a levy. On March 10, 2006, for the first time in connection with the Contempt, Integral then appeared by its new counsel, McDermott, Will & Emery and filed a Notice of Appeal appealing from the orders entered on February 10, 2006, but the Notice of Appeal did not appeal from the original Contempt Order. (See Appendix at I).

In the briefing before the Seventh Circuit Court of Appeals, Integral did not even argue that the Ambassador or Integral had not been served with the notices or that the clerk's notices had not been received by the former Integral attorney, nor any reason why Integral had failed to appear before the District Court judge between 1997 and 2006, but rather Integral chose to have the judgment entered and then to simply appeal that judgment without ever appearing before the District Court. In the Seventh Circuit filings, Integral strongly argued that the District Court lacked jurisdiction because of sovereign immunity and that the notice of the contempt motion, through notice to the Belarusian embassy violated the Foreign Sovereign Immunities Act and finally, that Integral, as an

instrumentality of the Belarusian government, could not held liable for contempt sanctions.

The Seventh Circuit Court of Appeals rejected the arguments of Integral regarding lack of jurisdiction, finding Integral had waived sovereign immunity by filing a Counterclaim and Answer in the litigation and, in addition, the Commercial-Acts exemption of 28 U.S.C. § 1605(a)(2) also applied. The Seventh Circuit also found that the District Court had a right to enforce its injunction order by the entry of contempt. However, the Seventh Circuit then stated that not only was Integral entitled to take an appeal from the 2006 judgment, but that the Court was vacating the original contempt order entered in 1997. The Seventh Circuit further determined proper notice had not been given to Integral for the entry of the December 23, 1997 Contempt Order and vacated the Order even though Integral never even asked the District Court to vacate the Contempt. Plaintiff Autotech petitions this Court for review of the Seventh Circuit decision which vacated both the December 23, 1997 Contempt Order and vacated the further judgment of February 10, 2006, which liquidated the fine amount.

REASONS FOR GRANTING THE PETITION

The Seventh Circuit's holding that even though the Ambassador who was specifically involved in negotiations on behalf of the foreign government had notice of the Contempt Order, the fact of notice was to be ignored because of provisions of International Treaty and U.S. statutory law.

In addition, the Seventh Circuit decision to vacate the judgments which had never been objected to by the foreign state is contrary to all case law the Foreign Sovereign Immunities Act (FSIA). Finally, the vacating of the 1997 Order when No Motion had ever been filed requesting the same is contrary to Federal Rule of Civil Procedure 60, without support in the Federal Rule and contrary to previous rulings of this Court.

This petition calls for the Court to address 28 U.S.C. § 1608 and to exercise its Supervisory Power in connection with Federal Rule of Appellate Procedure 4 and Federal Rule of Civil Procedure 60.

I. THE SEVENTH CIRCUIT'S ORDER AS TO NOTICE CONFLICTS WITH THE REQUIREMENTS OF 28 U.S.C. § 1608(b).

Pages 15 and 16 of the Seventh Circuit opinion, the Seventh Circuit cites 28 U.S.C. § 1608(b) and specifically correctly states that section only deals with service of process. The Seventh Circuit says, "Nothing in the FSIA explicitly requires that notice of a motion (even a motion for contempt) be given in accordance with the procedures for serving process." 499 F. 3d at 747 (Appendix A). The Seventh Circuit also correctly states that under Federal Rule of Civil Procedure 4 (j)(1), "service of process" on a foreign state is to be made pursuant to 28 U.S.C. § 1608, but that does not apply to sending of a notice of motion. Id.

The Seventh Circuit began its Opinion by specifically agreeing that Judge Coar's Order that the Ambassador be given notice was not a violation of 28

U.S.C. § 1608. The Seventh Circuit, however, inappropriately concluded that the sending of the notice of motion for contempt was not authorized and thus was void and to be ignored. 499 F. 3d at 748-749.

The Seventh Circuit decision is contrary to international law which provides that a sovereign state waives immunity by consenting to the lawsuit (in this case, Integral as an instrumentality of that sovereign state had filed a counterclaim before the District Court) and that sovereign immunity does not apply because of the Commercial-Acts exemption in 28 U.S.C. § 1605(a)(2). Once sovereign immunity does not apply, there is no reason whatsoever why the Ambassador who had been directly involved in negotiations of this contract cannot be sent notice of motion in the lawsuit. This is not service of process, but rather, gives notice to the Belarus government, in addition to the notice that the Clerk of Court had sent to the attorney, and gives notice to the specific person the Belarus government had appointed to meet with Autotech and negotiate issues regarding this contract.

The individual Tsepkalo happened to be the Ambassador and was located at the embassy. He was involved in negotiation of the contract and the only argument why this notice was improper was that he was also the Ambassador. It is submitted that the Federal Sovereign Immunities Act does not in any manner prohibit sending of notice at an embassy and if the foreign state volunteers for its own benefit to have an individual at the embassy involved in negotiations of the contract, there is no reason why sending letters or notice to that individual should be prohibited. It is actually the best way of making sure

that the foreign state had an understanding of what is happening. In this case, where a contempt finding is asked to be entered against an instrumentality of a foreign state, and the foreign state has appointed a representative who has been negotiating in the matter, there is nothing inappropriate about sending notice to that individual, especially where the Clerk has notified an attorney of record and nobody has appeared.

The Seventh Circuit specifically states, "In any case, the focus must be on notifying the alleged contemnor, rather than on formalities of notification procedures." 499 F. 3d at 748. Here, the Government of Belarus had notice through an attorney and Tsepkalo, who had been corresponding with Autotech. Process is not the issue. Notice was given, received and ignored.

A number of cases have dealt with service on a diplomatic mission. Stahl Three Dag, LLC v. The Permanent Mission of Chile to the United Nations, 9 MISC. 3d. 946, 804 NY F.2d 638 (2005), wherein a landlord made service of process on a foreign mission where the mission had waived the service provisions of the Foreign Sovereign Immunities Act. In Weed v. Islamic Republic of Iran, 242 F.R.D. 125 (D.D.C. 2007), the District Court discussed the simple issue that a foreign state must receive fair notice of a plaintiff's claim. The District Court relied upon Conley v. Gibson, 355 U.S. 41, 47, 78 S. Ct. 99, 2 L. Ed. 2d 80 (1957), discussing notice being adequate where it is fairly given to the defendant. Judge Coar made sure Belarus was aware of the contempt motion by the clerk notice to an attorney who was no longer appearing and notice to Tsepkalo.

In Renchard v. Humpreys & Harding, Inc., 59 F.R.D. 530 (D.D.C. 1973), the court held that purposes of diplomatic immunity are not violated by giving notice to an embassy.

The Seventh Circuit relied upon Tashiona v. U.S., 386 F.3d 205 (2nd. Cir. 2004). However, Tashiona dealt with a case where the commercial activity exemption of the FSIA did not apply. The decision in Tashiona was based on the service of process provisions of the FSIA, which of course, do not apply here. The record in the present case specifically states that the diplomat was directly involved in the negotiations, had met with the Plaintiff Autotech and there is no immunity pursuant to the FSIA. 28 U.S.C. § 1602, *et seq*, has nothing to do with making sure a notice is given and only deals with service of process.

In addition, the Seventh Circuit did not refer the matter back to the District Court, so there was no factual hearing or record as to the conversations with Tsepkalo; letters back and forth between the parties; and further facts which would have flushed out the direct involvement by Tsepkalo as the representative of the foreign state and consequently, the basis for Judge Coar and Autotech notifying him of the proceedings.

It is submitted that the decision of the Seventh Circuit to vacate the Judgment even though Tsepkalo had received notice on behalf of the Belarusian government and had not objected is a decision not in compliance with international law. The Court of Appeals' decision gives Integral protection that is not provided in the Foreign Sovereign Immunities Act.

II. THE ENTIRE DISCUSSION REGARDING NOTICE IN 1997 IS IRRELEVANT SINCE NO MOTION WAS EVER FILED BY INTEGRAL OR ANYONE ELSE OBJECTING TO THE NOTICE.

There is nothing in the case law, the Foreign Sovereign Immunities Act or the Vienna Convention on Diplomatic Relations which allows a foreign state, an instrumentality of a foreign state or a diplomat to ignore a notice sent and to later argue that the notice is void. Every case cited by the parties, including the Tashiona case, involves a situation where the diplomat, the foreign state or the instrumentality appear before a District Court, object to service, arguments were held and decisions were made. In this case, Integral and Belarus ignored the proceedings evidently because of their beliefs that the District Court had no jurisdiction. That belief was specifically rejected by the Seventh Circuit Court of Appeals. Once it was rejected, Integral was like any other party who had ignored notice and orders of the Court. If a party wants to vacate an Order or a Judgment, follow the Federal Rules of Civil Procedure and file a motion. To allow Integral or Belarous to appear nine years later and argue for the first time on Appeal that the notices sent to the Ambassador and to Integral were invalid is without any support whatsoever in the law and creates havoc with international law. The Supreme Court must review the concept that the immunity doctrines argued herein somehow allow a party to ignore rulings and appear at future dates after having not raised any immunity issues. This case is a perfect example of the problem, as parties are now arguing who received what service ten years ago,

even though the record is clear that Integral and Belarous knew about these proceedings for the last ten years. Integral makes no argument that they did not know of the proceedings, but rather argues that the knowledge they received was irrelevant. Not only was no motion filed before the District Court, but Integral, contrary to Federal Rule of Appellate Procedure 4, never even appealed from the 1997 Order.

III. THE SEVENTH CIRCUIT DECISION IS CONTRARY TO FEDERAL RULE OF CIVIL PROCEDURE 60(b) AND SUPREME COURT PRECEDENT.

Federal Rule of Civil Procedure 60(b) allows a party to vacate a judgment. It provides the procedure for which a party can argue that the judgment should be vacated. In Standard Oil Co. of California v. United States, 429 U.S. 17 (1976), this Court addresses the issue of whether a F.R.C.P. 60(b) motion should be addressed to the U.S. Court of Appeals or to the District Court. This Court stated that the trial court is in a better position to pass upon the issues rather than an appeal panel. In the present case, the Seventh Circuit held that Autotech had not complied with their burden that Integral had notice of the Contempt and that Autotech half-heartedly claimed that they gave notice to Integral. 499 F. 3d at 748-749. Integral has filed nothing to deny the record that shows notice was given to the Ambassador and Integral; notice was given by Clerk of the Court to the attorney who had an appearance on file of Integral; notice was given of the entry of the Order of Contempt; meetings were held after the entry of the Order with Integral; letters were sent after the entry of the Contempt Order with

Integral; and Integral received notice of the Motion in 2006 to liquidate the judgment and execute thereon. The record shows that Integral never appeared nor responded to any of these events, but only appeared to raise these issues before the Seventh Circuit Court of Appeals. Even in the Notice of Appeal, Integral did not ask to vacate the 1997 Contempt Order, but only the 2006 orders that were entered when Integral did not appear. Contrary to the Tashiona case, where the United States government filed suggestions of immunity before a default judgment was entered, in this case, every order was entered without Integral making any argument before or after. If Integral had filed a Rule 60 Motion to Vacate the Judgment, there would be a complete record as to conversations between Integral and Autotech, knowledge by Integral of the orders; notices sent to Integral; involvement of Tsepkalo; and his request for notice upon him. Numerous cases have held that even Rule 60 is not a substitute for direct appeal. See Aircoe v. Donnelly Mirrors, Inc., 597 F.2d 220 (10th Cir. 1979). Also see, Alexander v. Polinger, 496 A.2d 267 (D.C. Ct. of Appeals), where a Rule 60(b) motion was denied because of the delay of one to four years.

It is submitted that the Supreme Court must tell parties that they cannot for 10 years ignore Orders entered and then after ignoring a further Order from the District Court, for the first time before a court of appeals to argue that notice (not service) had been improper.

It is believed that Integral, when it filed the Notice of Appeal, did not even ask to vacate the Contempt Order because Integral realized it cannot appeal a ten

year old Contempt Order without appearing before the District Court. The Supreme Court must set forth the law as to whether a Court of Appeals can vacate a judgment on the basis of improper notice when no argument was ever made before the District Court and this calls for an exercise of this Court's Supervisory Power.

CONCLUSION

The Petition for a Writ of Certiorari should be granted.

Respectfully submitted,

AUTOTECH TECHNOLOGIES LIMITED PARTNERSHIP

By:

Edwin I. Josephson
Counsel of Record
Cary S. Fleischer
CHUHAK & TECSON, P.C.
30 S. Wacker, Suite 2600
Chicago, IL 60606
312-444-9300

Counsel for Petitioner

APPENDIX

APPENDIX A

In the United States Court of Appeals for the Seventh Circuit

No. 06-1718.

[Decided Aug. 29, 2007]

AUTOTECH TECHNOLOGIES LP,
Plaintiff-Appellee,

v.

INTEGRAL RESEARCH & DEVELOPMENT CORP.,
Defendant-Appellant.

Appeal from the United States District Court for the Northern District of Illinois, Eastern Division
No. 96 C 3193 - **David H. Coar,** *Judge.*

Before KANNE, WOOD, and WILLIAMS, *Circuit Judges.*

WOOD, *Circuit Judge.* Integral Research & Development Corp. ("Integral") is a company wholly owned by the Belarusian government; Integral manufactures semiconductors. Autotech Technologies LP ("Autotech") filed an action against Integral in the U.S. district court for the Northern District of Illinois

in 1996 for violating an exclusivity agreement that Autotech obtained through a third party, Digital Devices, Inc. ("DDI"); it also filed a similar suit in state court against DDI. Autotech, Integral, and DDI later reached a global settlement, which was reflected in orders entered by both courts on April 3, 1997 ("Agreed Order"). The federal judgment stipulated that the court was retaining jurisdiction to enforce the Agreed Order. Disputes were not long in coming. A few months after the Order was entered, Autotech returned to the district court with a motion seeking contempt sanctions to enforce its exclusivity rights. The court found this appropriate and imposed a sanction of $5,000 per day. As far as anyone can tell, however, no one ever collected a penny of that money. Almost ten years later, Autotech sought and was granted an order reducing the accrued fines to a judgment for $18.8 million. The order did not stop the continuing accrual of the fines, but it included a writ of execution granting Autotech the right to seize Integral's assets, including those held by third parties.

On appeal, Integral raises a host of reasons why we should overturn the contempt judgment. Prominent among them is a challenge to the subject matter jurisdiction of the district court to entertain this contempt proceeding, because Integral is an instrumentality of a foreign state. See the Foreign Sovereign Immunities Act ("FSIA"), 28 U.S.C. §§ 1330, 1601-11. We conclude, however, that subject matter jurisdiction is secure.

Some of Integral's other challenges hit their mark. First, Integral is entitled to pursue its attack now against the contempt finding underlying this huge

judgment. Second, Autotech's failure properly to serve Integral with the motion for contempt deprived Integral of notice of the proceeding and, consequently, its right to a full and fair hearing. Third, the writ of execution issued in 2006 was defective, because it failed to identify specific properties in the United States against which the judgment could be executed. Finally, even if the service problem did not compel reversal of the contempt finding on its own, we would nonetheless reverse because Autotech failed to demonstrate that Integral was in contempt of the Agreed Order, and it offered no competent proof supporting the sanction.

I

This case has its roots in an "Exclusive Sales Agreement" that DDI and Integral concluded in 1992. Their agreement made DDI the exclusive sales and marketing agent in the United States for Integral's products. In 1994, Autotech purchased from DDI the exclusive right to promote and sell Integral's products for resale or incorporation into products manufactured or sold in the United States; its authority was embodied in an "Exclusive Marketing Agreement." Integral authorized the transfer of rights from DDI to Autotech through an "Acknowledgment and Modification of Agreement." Relations between Autotech and Integral (as well as Autotech and DDI) soon soured. In 1996, Autotech filed a three-count suit in federal court against Integral, alleging breach of contract, fraud, and a pattern of racketeering activity in violation of the Racketeer Influenced and Corrupt Organizations (RICO) Act, 18 U.S.C. § 1962(c). The complaint included demands for $200,000 for the

contract claim and more than $10 million for the fraud and RICO claims. Integral filed two counterclaims for fraud and RICO violations, demanding $50,000 for the former and more than $19 million for the latter. Autotech filed parallel claims against DDI in state court. See *Autotech Technologies LP v. Digital Devices, Inc., et al.*, 95 CH 3427 (Ill. Cir. Ct., Cook County).

On April 3, 1997, Autotech and Integral agreed to dismiss the federal suit with prejudice, while allowing the court to retain jurisdiction to enforce the provisions of the Agreed Order. The state court suit was resolved similarly on the same day. The Agreed Order provided that Integral "shall not sell goods directly or indirectly in the United States[,] Canada, or to Mexican subcontractors except any and all sales may be made by Integral through [Autotech]." Integral also promised not to use the Data Book compiled to market Integral's products. The Order further required that both Integral and the government of Belarus had to acknowledge the grant of exclusive rights. Finally, Autotech waived a $200,000 debt that Integral owed to it and agreed to transfer $217,000 to Integral after it received the required acknowledgments.

As Autotech saw it, this agreement worked no better than its predecessors. On December 2, 1997, Autotech filed a motion to find Integral in contempt of the Order. The only specific violation of the Order its motion alleged, however, was that Integral was selling goods to a company operated by Art Scornavacca. Autotech requested that Integral be fined $20,000 a day, submitting that "the imposition of this fine should have the effect of requiring Integral to comply with the

Court's Order...." No factual affidavit accompanied the motion for contempt. Autotech attached only a copy of the Agreed Order itself, acknowledgments of the Order signed by Integral's Vice-President of Sales and Marketing (Dmitry Vecher) and an official from the Ministry of Industry of the Republic of Belarus, a copy of a minute entry from November 8, 1996, and a letter from Vecher to one of Autotech's principals.

The last of these items, Vecher's letter, was evidently the foundation for Autotech's allegation that Integral was selling to Scornavacca. The letter suggests that Autotech and Integral had been discussing a set of five questions. The second of those questions related to Scornavacca. On that topic, Vecher wrote (somewhat elliptically), "We can provide with official confirmation of the binding necessity of the Agreement for sole agents. While have business with ordinary buyers (by the way, Mr. Scornavacca is one of them) making a buying/selling contract with them is sufficient, moreover that in this case the volumes of purchases ordered are scanty and do not influence the situation at the market." This quote provides the only support for Autotech's assertion in its contempt motion that "Mr. Vecher ADMITS THAT INTEGRAL IS SELLING GOODS TO MR. SCORNAVACCA'S COMPANY." No record of service was attached to the motion. In its appearance in court on the motion on December 9, 1997, Autotech alleged only that it "served this on the embassy in Washington, D. C."

On the day of the hearing, the district court issued an Order for a Rule to Show Cause, returnable on December 23, 1997. Autotech had the responsibility of

serving Integral. Back in court on December 23, Autotech's lawyer said only that "They were served by certified mail on December 12th. I have a copy of service or the original." He gave no details about who might have been served, and no document verifying the service was ever entered in the record. The court granted the motion for contempt, but it lowered the daily fine from the requested $20,000 to $5,000 a day out of concern that "[a] hundred days and we're up to $20 million." The fine began accruing on December 31, 1997. Autotech was ordered to "serve a copy of this Court's Order on Integral...and on the owner of Integral..., being the Republic of Belarus by its Embassy in Washington, D.C." Again, no record of service was ever made. (In its motion for a writ of execution filed on February 2, 2006, Autotech alleged that it had spoken with Integral's then-attorney John LaPine following the December 23, 1997 contempt order. No competent evidence of this conversation, in the form of an affidavit or otherwise, was ever made part of the record.)

Autotech's February 2, 2006, motion for a writ of execution submitted that the company had taken steps to discover and levy upon the assets of Integral in the United States, but that "[n]o such assets were discovered or levied upon." The motion explained that Autotech sought the writ of execution because it "believes there are assets of Integral located in *other* countries that can be levied upon to satisfy at least a portion of the judgment debt owed to Plaintiff.... In order to levy upon these assets, Plaintiff must possess not only a certified copy of the judgment order...but also a Writ of Execution." (Emphasis added.) Yet

again, the record contains no copy of service of this motion on Autotech.

The court granted Autotech's motion on February 10, 2006, without requiring from it any more information about the assets it hoped to attach. The court's writ read as follows:

> a. That Plaintiff, through its agents, is entitled to enforce and collect from third parties the judgment debt entered against Defendants on December 23, 1997, which amount is, as of January 31, 2006: $14,790,000, plus interest of 4.5% compounded annually, totaling $18,867,730, and which amount continues increasing at the rate of $5,000.00 per day plus interest;
>
> b. That those third parties that have, hold, or are in possession of goods or monies belonging to Integral [are] commanded to produce to Plaintiff or its agents all books, papers or records in their possession or control which may contain information concerning the property or income of, or indebtedness due Integral;
>
> c. That those third parties be prohibited from making or allowing any transfer or other disposition of, or interfering with, any property not exempt from execution or garnishment belonging to Integral or to which he [sic] may be entitled or which may be acquired by or become due to Integral and from paying over or otherwise disposing of any money not so exempt, which is due or becomes due to Integral, until further order of court or termination of the proceedings....;

> d. That Plaintiff is allowed to levy upon and seize any and all assets of Integral held by, in the possession or control of, said third parties and, if said assets are not cash money, to sell said assets and convert them into cash money, and that Plaintiff is entitled to collect said assets and cash money as and for satisfaction of that portion of the judgment debt owed to it by Integral pursuant to the terms of the December 23, 1997 order.

In addition to the writ of execution, the court also reduced the accrued contempt monies to a judgment order "in the amount of $18,867,730." The order also noted that the issuance of the judgment order did not affect the further accrual of fines. Integral filed a notice of appeal from the judgment and the writ of execution on March 30, 2006.

II

A. Subject Matter Jurisdiction

We begin, as we must, with the question of the district court's subject matter jurisdiction. For that purpose, we must look to the suit as a whole, and we must assess whether jurisdiction was proper as of the time the suit commenced. See *Grupo Dataflux v. Atlas Global Group, LP*, 541 U.S. 567, 570-71 (2004) (reaffirming time-of-filing rule, but noting also that certain actions after filing may cure an initial jurisdictional defect). Autotech filed this action against Integral in 1996. Because Integral, the defendant, was wholly owned by the government of Belarus, subject matter jurisdiction depended upon the application of the FSIA. This is because, as a corporate

entity wholly owned by a foreign government, Integral falls within the FSIA's definition of the term "foreign state." See 28 U.S.C. § 1603(a), (b)(2); *Dole Food Co. v. Patrickson*, 538 U.S. 468 (2003). Autotech had alleged, erroneously, that jurisdiction existed under 28 U.S.C. § 1332, the diversity and alienage statute. Section 1332 might support jurisdiction insofar as the case is against the two officers of Integral who were named in the complaint, but Autotech has furnished no information about the citizenship of its partners, and so we cannot be sure. In any event, because it has said nothing about their significance to the case on appeal, we consider that any arguments specific to them have been waived. Integral did not deny that jurisdiction was properly premised on diversity. Although normally parties cannot consent to federal jurisdiction, the FSIA presents a special case, as we discuss below. The statute makes immunity from suit the general rule for foreign states, see 28 U.S.C. § 1604, but, perhaps more importantly, § 1605 provides for exceptions from that general rule.

At least two of those exceptions readily apply to this litigation. The first, set out in § 1605(a)(1), is waiver; the other, found in § 1605(a)(2), is for commercial activities carried on in the United States, or carried on elsewhere with a direct effect in the United States. Several consequences flow from any decision that an exception to immunity applies: first, the district court has subject matter jurisdiction over the claim, 28 U.S.C. § 1330(a); second, it has personal jurisdiction over the state, 28 U.S.C. § 1330(b); and third, the foreign sovereign (or, as here, its instrumentality) must defend the case on the merits. See *Verlinden B.V. v. Central Bank of Nigeria*, 461

U.S. 480, 488-89 (1983). In a sense, then, in cases governed by § 1605(a)(1), this means that the voluntary act of waiver actually does confer jurisdiction on the district court, contrary to the usual rule. But the broader point of the statute, as *Verlinden* noted, is that it embodies a congressional determination that suits against foreign sovereigns inevitably implicate the foreign relations of the United States and thus "arise under" federal law. See *id.* at 493. Thus, the waiver merely paves the way for the exercise of jurisdiction that Congress has determined is appropriate.

Integral never filed a piece of paper proclaiming that it was waiving its sovereign immunity, but it did so implicitly in a number of ways. It never raised an immunity defense prior to these contempt proceedings—not in a responsive pleading, not in any other motion, and not in the Agreed Order. Failing to raise sovereign immunity and then participating fully in a court proceeding amount to an implied waiver of immunity. See *Allendale Mut. Ins. Co. v. Bull Data Systems, Inc.*, 10 F.3d 425, 432 (7th Cir. 1993) (holding that French-owned defendant "waived its objection to the jurisdiction of the Northern District of Illinois when it filed its counterclaim against [plaintiff] in that court without asserting that the court lacked jurisdiction" (citing RESTATEMENT (THIRD) OF THE FOREIGN RELATIONS LAW OF THE UNITED STATES § 421(3) (1987))). Integral also signaled a waiver of its immunity by agreeing in its original contract with Digital Devices to arbitrate in the United States and by agreeing to a contract governed by Illinois law. See *Frolova v. Union of Soviet Socialist Republics*, 761 F.2d 370, 377 (7th Cir. 1985) ("The legislative history

of the FSIA gives...examples of cases in which courts have found implied waivers: ...(2) a foreign state has agreed that a contract is governed by the law of a particular country; and (3) a foreign state has filed a responsive pleading in a case without raising the defense of sovereign immunity." (citing H.R. REP. No. 1487, 94th Cong., 2d Sess. 18, *reprinted in* 1976 U.S. CODE CONG. & AD. NEWS 6604, 6617; S. REP. No. 1310, 94th Cong., 2d Sess. 18)). We conclude, therefore, that the district court had subject matter jurisdiction under § 1605(a)(1) because of Integral's waiver of its sovereign immunity.

Although it is unnecessary to reach Autotech's alternative argument that jurisdiction existed under the commercial-acts exception of § 1605(a)(2), we note that this too applies here. The underlying contract was all about marketing Integral's products in the United States. It therefore deals with commercial activity undertaken in the United States of an instrumentality of a foreign sovereign. That is all that § 1605(a)(2) requires. This case does not require us to delve into the more complex question of when commercial activity outside the United States has a sufficiently direct domestic effect to come within the terms of the statute. See *Republic of Argentina v. Weltover, Inc.*, 504 U.S. 607, 617-20 (1992).

Perhaps realizing that it cannot show a lack of original jurisdiction in this case, Integral has offered a different argument for why jurisdiction is lacking here. It suggests that the FSIA does not authorize federal district courts to enter monetary contempt sanctions against foreign sovereigns. This rule, it asserts, implicates not just the kind of remedy the

court may order, but the court's basic competence, even if the court has jurisdiction over the underlying suit. Integral argues that "absent a *clear and specific* waiver of sovereign immunity from *contempt* itself, a district court lacks the jurisdiction to enforce its orders through monetary contempt proceedings against a foreign sovereign."

We cannot accept this degree of fine-tuning. Once a court is entitled to exercise subject matter jurisdiction over the suit, it has the full panoply of powers necessary to bring that suit to resolution and to enforce whatever judgments it has entered. From our common-law ancestors forward, one of the most important of those powers is the power to punish contempt of court. See, *e.g.*, *Spallone v. United States*, 493 U.S. 265, 276 (1990) (reaffirming "axiom that 'courts have inherent power to enforce compliance with their lawful orders through civil contempt' ") (quoting *Shillitani v. United States*, 384 U.S. 364, 370(1966)); *Young v. United States ex rel. Vuitton et Fils, S.A.*, 481 U.S. 787, 794 (1987) ("[I]t is long settled that courts possess inherent authority to initiate contempt proceedings for disobedience to their orders...."). Nothing in the text of the FSIA comes close to suggesting that the FSIA was designed to abrogate or limit this essential power, or even that a separate jurisdictional showing is necessary for a contempt proceeding that arises within a case properly brought under the FSIA.

The structure of the FSIA itself refutes this idea. Jurisdiction (as well as immunity) is addressed in § 1604, which is captioned "Immunity of a foreign state from jurisdiction," and § 1605, captioned "General

exceptions to the jurisdictional immunity of a foreign state." In contrast, later sections of the statute address various stages of a proceeding that has passed the jurisdictional hurdles. Sections 1609 and 1610 respectively outline the rules for "[i]mmunity from attachment and execution of the property of a foreign state" and "[e]xceptions" thereto. These sections delimit the scope of the district court's power to enter orders executing a judgment. They are, in the final analysis, nothing more than restrictions on the court's remedial and enforcement powers. Section 1609 says that, subject to certain exceptions, "the property in the United States of a foreign state shall be immune from attachment, arrest, and execution..."; section 1610(a) lists those exceptions, in effect indicating when the property of a foreign state may be attached in aid of execution on a judgment.

The cases that Integral has cited for the proposition that the court has no power to enter judgment against a foreign sovereign offer no support for its argument that a separate jurisdictional basis must exist for a contempt proceeding. It is true that the Fifth Circuit overturned the district court's issuance of a contempt order in *Af-Cap Inc. v. Republic of Congo*, 462 F.3d 417 (5th Cir. 2006), on the ground that §§ 1610 and 1611 of FSIA did not provide for monetary sanctions as an "available method[ ] of attachment and execution against property of foreign states." *Id.* at 428. Whether or not we agree with the outcome of that case (which we have no occasion to consider here), it is plain that nothing in the opinion suggests that the Fifth Circuit thought that the flaw was a jurisdictional one. (One commentator from the State Department has opined otherwise, see Marian N. Leich, *Judicial*

Determinations of Immunity and Department of State's Role, 81 AM. J. INT'L L. 643, 644 n. 4 (1987) (commenting that the State Department's understanding of the FSIA "supported the position that jurisdiction for purposes of execution and attachment is not coextensive with jurisdiction to entertain an action"), but we can find no judicial authority for that proposition.) We would need much more clear guidance from Congress than we have before we could conclude that a court had no jurisdiction to entertain contempt proceedings in an action brought under the FSIA for which subject matter jurisdiction has been established.

B. Appellate Jurisdiction

This appeal is from a proceeding that arose under the jurisdiction that the court retained in the Agreed Order to enforce its provisions. In these circumstances, we "treat the post-judgment proceeding as if it were a free-standing lawsuit and. . .identify the final decision in the post-judgment proceeding and confine any further appeal under section 1291 to that decision." *Bogard v. Wright,* 159 F.3d 1060, 1062 (7th Cir. 1998) (citations omitted). "A postfinal order will be treated as 'final' for purposes of section 1291 if it 'dispose[s] of all issues raised in the post-judgment motion.' " *JMS Development Co. v. Bulk Petroleum Corp.,* 337 F.3d 822, 825 (7th Cir. 2003) (quoting *Transportation Cybernetics, Inc. v. Forest Transit Com'n,* 950 F.2d 350, 352 (7th Cir. 1991)); see also *Motorola, Inc. v. Computer Displays Int'l, Inc.,* 739 F.2d 1149, 1154 (7th Cir. 1984) ("While it is true that most post-judgment orders are final decisions within the ambit of § 1291, not all are. To be final, the

post-judgment order must still dispose completely of the issues raised.").

An order issued in post-judgment contempt proceedings may be appealable: "Contempt proceedings brought to enforce a final judgment are similar in most ways to other post-judgment proceedings....Complete disposition of the contempt proceeding supports final judgment appeal, since there is no apparent opportunity for later review; appeal ordinarily is not available before complete disposition...." 15B Charles Alan Wright, Arthur R. Miller, and Edward H. Cooper, *Fed. Prac. & Proc.* § 3917 (3d ed. 2000); see also *Szabo v. United States Marine Corp.*, 819 F.2d 714, 716 (7th Cir. 1987) ("[A]n order of civil contempt is appealable if and only if it is...final for purposes of section 1291...."). We accordingly have jurisdiction over the district court's entry of its judgment against Integral assessing a fine of $18,867,730. As we noted in *Motorola*, "[a]n order finding a party in civil contempt disposes of all of the issues raised only if it includes both a finding of contempt and the imposition of a sanction." 739 F.2d at 1154. Although this judgment may not resolve the underlying issue (Integral's refusal to abide by the judgment order), there would be no other time at which this order would be appealable, for Autotech has no obligation to wait for the resolution of any other issue to execute the order and attempt to collect on the judgment. We conclude, therefore, that Integral was entitled to take its appeal at this time.

III

Satisfied that there is federal subject matter jurisdiction over this suit and that we have appellate jurisdiction, we may now turn to the remaining arguments in this case: whether Autotech properly served Integral in the contempt proceeding, whether the writ of execution was adequate, and whether Autotech made an adequate showing on the merits of its contempt motion.

A. Service

This question is closely aligned to the issue of our appellate jurisdiction. Autotech argues that Integral should have appealed from the contempt order within 30 days of its entry on December 23, 1997. In principle, Integral could have done so. "A judgment establishing a system of coercive fines that will be exacted for future violations of a decree is final when entered; appeal can, and perhaps must, be taken at the time of entry without awaiting future contempt and actual imposition of the fines." 15B Wright, Miller, and Cooper, *Fed. Prac. & Proc.* § 3917. This means, in Autotech's view, that Integral is now barred from making any complaint about either the underlying finding of contempt or the accrual of the fines. Integral admits that this appeal is an attempt to collaterally attack the underlying 1997 contempt order. It argues that it may do so, however, because it was never properly notified about the contempt proceeding.

Before Integral can be barred either by law-of-the-case principles or something analogous to

issue preclusion, it must have had a fair opportunity to be heard in the contempt proceeding. "Before finding a party in contempt, the district court must allow that party an 'opportunity to contest the issue.' " *United States v. Berg,* 20 F.3d 304, 310 (7th Cir. 1994) (quoting *Ferrell v. Pierce,* 785 F.2d 1372, 1383 (7th Cir. 1986)). As the Supreme Court has explained:

> [D]ue process of law as explained in ...*Cooke* [*v. United States,* 267 U.S. 517 (1925)] requires that one charged with contempt of court be advised of the charges against him, have a reasonable opportunity to meet them by way of defense or explanation, have the right to be represented by counsel, and have a chance to testify and call other witnesses in his behalf, either by way of defense or explanation.

In re Oliver, 333 U.S. 257, 275 (1948). While *Oliver* was a criminal case, the notice requirement applies similarly in a civil case: "In a civil contempt case, due process requires that notice be given of the time and place of hearing." *American Fletcher Mortg. Co., Inc. v. Bass,* 688 F.2d 513, 519 (7th Cir. 1982); see also *E.E.O.C. v. Local 638,* 81 F.3d 1162, 1176 (2d Cir. 1996); *Remington Rand Corporation-Delaware v. Business Systems, Inc.,* 830 F.2d 1256, 1258 (3d Cir. 1987).

The question here is whether the notice given to Integral—service on the Belarusian ambassador—was sufficient both under the FSIA and for due process purposes. The FSIA contains specific rules for service of process, but it says nothing about service of later motions. Under FED. R. CIV. P. 4(j)(1), "Service [of

process] upon a foreign state or a political subdivision, agency, or instrumentality thereof shall be effected pursuant to 28 U.S.C. § 1608." Section 1608, which is part of the FSIA, authorizes three methods for serving an agency or instrumentality of a foreign state:

> (1) by delivery of a copy of the summons and complaint in accordance with any special arrangement for service between the plaintiff and the agency or instrumentality; or
>
> (2) if no special arrangement exists, by delivery of a copy of the summons and complaint either to an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process in the United States; or in accordance with an applicable international convention on service of judicial documents; or
>
> (3) if service cannot be made under paragraphs (1) or (2), and if reasonably calculated to give actual notice, by delivery of a copy of the summons and complaint, together with a translation of each into the official language of the foreign state—
>
> > (A) as directed by an authority of the foreign state or political subdivision in response to a letter rogatory or request or
> >
> > (B) by any form of mail requiring a signed receipt, to be addressed and dispatched by the clerk of the court to the agency or instrumentality to be served, or

> (C) as directed by order of the court consistent with the law of the place where service is to be made.

28 U.S.C. § 1608(b).

Nothing in the FSIA explicitly requires that notice of a motion (even a motion for contempt) be given in accordance with the procedures for serving process. Although neither the Local Rules of the Northern District of Illinois nor the Federal Rules of Civil Procedure provide the notice standard for due process purposes, both supply relevant benchmarks for our inquiry. The Local Rules of the Northern District of Illinois generally require formal service of process for a contempt motion, providing that "[w]here the alleged contemnor has appeared in the action by an attorney, the notice of motion or order to show cause and the papers upon which it is based may be served upon that attorney; otherwise service shall be made personally, in the manner provided for by Federal Rule of Civil Procedure 4 for the service of a summons." N.D. ILL. LOCAL RULE § 18(A) (1997). This is more stringent than the normal requirements for contempt proceedings in federal court, which are satisfied by service that conforms to FED. R. CIV. P. 5(b). See *Watkins v. Rives,* 125 F.2d 33, 40 (D.C. Cir. 1941); see also 4B Charles A. Wright and Arthur R. Miller, *Fed. Prac. & Proc.* § 1145 (3d ed. 2002) ("Direct service as required by Rule 4 for process is not required by Rule 5(b) since a civil contempt proceeding is an extension of the main action and personal jurisdiction need not be reasserted under Rule 4.").

Although we have not addressed the question, the Third Circuit has concluded that in evaluating whether notice was sufficient for due process in a civil contempt proceeding, the court should look to the notice requirements in FED. R. CRIM. P. 42. See *Remington Rand Corporation-Delaware,* 830 F.2d at 1258. Rule 42(a) requires that notice be given "in open court, in an order to show cause, or in an arrest order." If the contempt occurs in open court, then notice is easy. For indirect cases like this one, the open-court option may not be available. In any case, the focus must be on notifying the alleged contemnor, rather than on the formalities of notification procedures. As a result, we have recognized that " '[t]he purpose of the notice is to inform the contemnor of the nature of the charges and enable the contemnor to prepare a defense.' " *American Fletcher Mortg.*, 688 F.2d at 519 (quoting *United States v. Powers,* 629 F.2d 619, 625 (9th Cir. 1980) (citations omitted)).

Here, the record contains no indication that Integral ever received notice of the contempt proceeding. All we have are summary allegations from its adversary in the transcript and in a motion, neither of which can substitute for proof of notice. The only hint of service in the record is a copy indicating that there was service on the ambassador from Belarus, which we discuss below. Although Autotech halfheartedly claims that it served Integral, the latter denies receiving such service and no copy of the service was made part of the record.

Both FED. R. CIV. P. 4 and 5 require that service be filed with the court. See FED. R. CIV. P. 4(l) ("If service is not waived, the person effecting service shall make

proof thereof to the court. If service is made by a person other than a United States marshal or deputy United States marshal, the person shall make affidavit thereof."); FED. R. CIV. P. 5 ("All papers. . .required to be served upon a party, together with a certificate of service, must be filed with the court within a reasonable time after service. . . ."). We discussed the requirement of Rule 5 in *Russell v. City of Milwaukee*, 338 F.3d 662 (7th Cir. 2003):

> Although the word "require" connotes that the filing of the certificate is mandatory, the rest of the Advisory Committee Note indicates that the purpose of the requirement is to aid the district court by creating a standard method of proof that service was made; there is no indication that the amendment was meant to remove completely a district court's discretion to find that service has been made when a party fails to file a certificate. The Advisory Committee Note states: "Having such information on file may be useful for many purposes, including proof of service if an issue arises concerning the effectiveness of the service. The certificate will generally specify the date as well as the manner of service. . . ."

Id. at 666. While the court there held that a certificate of service might not be necessary where service was not otherwise contested or where there was proof that it had been accomplished, it also noted that "[c]ertainly, if a paper filed with the court does not contain the required certificate of service, a court may disregard it." *Id.* Here, Autotech's assertion that Integral had notice is not supported by any record

evidence—evidence that Autotech had the burden of supplying.

Autotech's attempt to serve Integral through the Belarusian embassy does not fill this gap. In fact, service through an embassy is expressly banned both by an international treaty to which the United States is a party and by U.S. statutory law. The Vienna Convention on Diplomatic Relations, Apr. 18, 1961, 23 U.S.T. 3227, prohibits service on a diplomatic officer. See *Tachiona v. United States*, 386 F.3d 205, 222 (2d Cir. 2004) ("[W]e decline to construe the FSIA as a license to serve process on diplomatic and consular representatives, even as agents for private, non-immune entities."). This conclusion is reinforced by the fact that service of process on an ambassador is not authorized by the FSIA. See *Alberti v. Empresa Nicaraguense de la Carne*, 705 F.2d 250, 253 (7th Cir. 1983). In *Alberti*, we were referring to § 1608(a)(3), which allows for service "to be addressed and dispatched by the clerk of the court to the head of the ministry of the foreign state concerned." We noted that the House Report had stated, "A second means [of service], of questionable validity, involves the mailing of a copy of the summons and complaint to the diplomatic mission of the foreign state. Section 1608 precludes this method....*Service on an embassy by mail would be precluded under this bill.*" *Id.* at 253 (quoting H.R. REP. 1487, 94th Cong., 2d Sess., reprinted in 1976 U.S.C.C.A.N. 6604, 6625 (emphasis added)). This is no less true where an instrumentality of a foreign state is involved.

In conclusion, there is no competent record evidence of proper service of the contempt motion on

Integral. The only record of service was by a method that is not authorized under FSIA and is inconsistent with the Vienna Convention on Diplomatic Relations. This alone resolves both the question whether Integral may now attack the judgment (yes) and the question whether the judgment may stand (no).

B. Writ of Execution

Although lack of proper notice is enough to dispose of the present appeal, we deem it useful to address Integral's alternative arguments, as these points could conceivably arise on remand. The first one we discuss is whether the writ of execution is valid. We review the questions of immunity from execution under the FSIA *de novo*. See *Af-Cap, Inc. v. Chevron Overseas (Congo) Ltd.*, 475 F.3d 1080, 1085-86 (9th Cir. 2007).

Prior to the enactment of the FSIA, the United States gave absolute immunity to foreign sovereigns from the execution of judgments. This rule required plaintiffs who successfully obtained a judgment against a foreign sovereign to rely on voluntary repayment by that State. *Connecticut Bank of Commerce v. Republic of Congo*, 309 F.3d 240, 252 (5th Cir. 2002). The FSIA codified this practice by establishing a general principle of immunity for foreign sovereigns from execution of judgments: "[T]he property in the United States of a foreign state shall be immune from attachment[,] arrest[,] and execution except as provided in sections 1610 and 1611 of this chapter." 28 U.S.C. § 1609. This immunity extends to the instrumentalities of a foreign state. *Em Ltd. v. Republic of Argentina*, 473 F.3d 463, 472 (2d Cir. 2007). On the other hand, in keeping with its general

pattern, the FSIA also recognizes exceptions to this immunity, "modif[ying] the rule barring execution against a foreign state's property by 'partially lowering the barrier of immunity from execution so as to make this immunity conform *more closely* with the provisions on jurisdictional immunity in the bill.' " *Connecticut Bank of Commerce,* 309 F.3d at 252 (quoting H.R. REP. 94-1487 at 27 (1976) (emphasis added)). Although there is some overlap between the exceptions to jurisdictional immunity and those for immunity from execution and attachment, there is no escaping the fact that the latter are more narrowly drawn. See *De Letelier v. Republic of Chile,* 748 F.2d 790, 798-99 (2d Cir. 1984).

Subsections 1610(a) and (d) provide general exceptions to the immunity of a foreign state from execution of a judgment, while subsection 1610(b) adds additional exceptions for instrumentalities of a foreign state. See *Connecticut Bank of Commerce,* 309 F.3d at 253. In keeping with the FSIA's overall design, "[t]he protections applicable to assets of instrumentalities vary from those applicable to the assets of the foreign states themselves." *Em Ltd.,* 473 F.3d at 472. As the Second Circuit explained the difference:

> Under subsections 1610(a) and (d), assets of a foreign state can be attached only *if the assets sought to be attached* are "used for a commercial activity in the United States." But under subsection 1610(b), which concerns agencies and instrumentalities of foreign states, creditors may attach "*any property in the United States* of an agency or instrumentality of a foreign state

> engaged in commercial activity in the United States," 28 U.S.C. § 1608(b) (emphasis added).

Em Ltd., 473 F.3d at 472-73; see also *Connecticut Bank of Commerce*, 309 F.3d at 252.

Even if the theoretical power to attach assets of Integral that are found within the United States exists (which is all that § 1610 promises), that is not enough to win the day for Autotech. Its effort to secure payment fell short on much more basic points. First is the question whether it identified any specific property on which it wished to execute its judgment. The FSIA says that immunity from execution is waived only for specific "*property*." As a result, in order to determine whether immunity from execution or attachment has been waived, the plaintiff must identify specific property upon which it is trying to act. *E.g.*, *Af-Cap, Inc.*, 383 F.3d at 367. A court cannot give a party a blank check when a foreign sovereign is involved: property belonging to the sovereign itself, or a different instrumentality, may still enjoy immunity while property of the instrumentality that is in the case may not. The only way the court can decide whether it is proper to issue the writ is if it knows which property is targeted.

It is also of no small moment that the FSIA authorizes execution only against properties "in the United States." See *Richmark Corp. v. Timber Falling Consultants*, 959 F.2d 1468, 1477 (9th Cir. 1992) ("It is true that section 1610 does not empower United States courts to levy on assets located outside the United States."); *Fidelity Partners, Inc. v. Philippine Export and Foreign Loan Guarantee Corp.*, 921 F. Supp. 1113,

1119 (S.D.N.Y. 1996) ("Under the FSIA, assets of foreign states located outside the United States retain their traditional immunity from execution to satisfy judgments entered in United States courts."); see also *Af-Cap, Inc.*, 383 F.3d at 367 ("[U]nder § 1610(a) of the FSIA, a court is prohibited from executing against the property of a foreign state unless that property is: (1) in the United States; and (2) used for commercial activity in the United States."). The FSIA did not purport to authorize execution against a foreign sovereign's property, or that of its instrumentality, wherever that property is located around the world. We would need some hint from Congress before we felt justified in adopting such a breathtaking assertion of extraterritorial jurisdiction. See, *e.g.*, *Small v. United States*, 544 U.S. 385, 388-89 (2005) (noting "the legal presumption that Congress ordinarily intends its statutes to have domestic, not extraterritorial, application"). As cases like *Pasquantino v. United States*, 544 U.S. 349 (2005), illustrate, the presumption against extraterritorial effect is not absolute or rigid. Nor, as *Small* acknowledged, is there some kind of "clear statement" rule under which extraterritorial application follows only if Congress says so in no uncertain terms. If, however, as here, there is an absence of "statutory language, context, history, or purpose" indicating that Congress was legislating with the world in mind, the presumption is sound. *Small*, 544 U.S. at 391.

This is undoubtedly why, when considering whether the tax and royalty obligations owned by the Republic of Congo were exempt from immunity from execution under § 1610(a), the Fifth Circuit tried to identify whether the *situs* of those obligations was in

the United States. *Af-Cap Inc.*, 383 F.3d at 371-73. In our case, Autotech frankly admitted that it intended to use the writ to levy against assets outside the United States. There is a procedure for doing so, but Autotech did not use it. If assets exist in another country, the person seeking to reach them must try to obtain recognition and enforcement of the U.S. judgment in the courts of that country. If that effort is successful, then those courts can use their powers to assure enforcement of the judgment. Here, not only did Autotech fail to identify any assets in the United States that Integral had, it freely admitted that it was not trying to reach any such assets. Under the circumstances, we must conclude that there was nothing that the writ of execution could validly reach.

C. Validity of the Contempt Judgment

Integral also asserts that Autotech failed to carry its burden of proof to show that it was in contempt of the Agreed Order. We review a district court's decision on a contempt motion for abuse of discretion and will not reverse " 'unless the result was clearly erroneous or unless we find an abuse of discretion by the district court.' " *D. Patrick, Inc. v. Ford Motor Co.*, 8 F.3d 455, 460 (7th Cir. 1993) (quoting *Laborers' Pension Fund v. Dirty Work Unltd., Inc.*, 919 F.2d 491, 494 (7th Cir. 1990)). On this point, too, we find that Integral has the better of the argument.

"In order to prevail on a contempt petition, the complaining party must demonstrate by clear and convincing evidence that the respondent has violated the express and unequivocal command of a *court order*." *D. Patrick*, 8 F.3d at 460 (emphasis in

original). Autotech got off on the wrong foot by failing to comply with the requirements set in the Local Rules of the Northern District of Illinois for this type of motion. Those rules require that "[t]he affidavit upon which [the] notice of motion or order to show cause is based shall set out with particularity the misconduct complained of, the claim, if any, for damages occasioned thereby, and such evidence as to the amount of damages as may be available to the moving party." N.D. ILL. LOCAL RULE 18(A) (1997). In so doing, the local rules not only notify the alleged contemnor of the charges against her but also ensure that the party alleging contempt has entered competent evidence into the record.

Autotech did not submit the required affidavit with its motion for contempt. One consequence of this failure was that it neglected to provide enough information to carry its burden of proof. As we noted at the outset, the only proof Autotech submitted was the rather incoherent sentence in Vecher's letter, which said "While have business with ordinary buyers (by the way, Mr. Scornavacca is one of them) making a buying/selling contract with them is sufficient, moreover that in this case the volumes of purchases ordered are scanty and do not influence the situation at the market." No reasonable fact-finder could conclude that this statement clearly and convincingly showed that Integral was admitting that it was engaged in prohibited sales. It is impossible to know what the phrases "have business with ordinary buyers" or "making a buying/selling contract with them" mean and whether they refer to current or past behavior. While Vecher's letter may be relevant to the question whether Integral violated its obligations under the

Agreed Order, it is not sufficient on its own to sustain Autotech's burden.

Autotech also offered no evidence supporting any particular level for the contempt sanction. "Civil contempt sanctions are designed for the dual purpose of compelling compliance with a court order and compensating the complainant for losses caused by contemptuous actions." *Tranzact Tech., Inc. v. 1Source Worldsite,* 406 F.3d 851, 856 (7th Cir. 2005). The sanctions must relate to one of these two purposes:

> When the purpose of sanctions in a civil contempt proceeding is compensatory, a fine, payable to the complainant, must be based on evidence of actual loss. When the purpose is to make the defendant comply, the court must consider the "character and magnitude of the harm threatened by continued contumacy, and the probable effectiveness of any suggested sanction in bringing about the result desired."

South Suburban Housing Center v. Berry, 186 F.3d 851, 854 (7th Cir. 1999) (quoting *United States v. United Mine Workers,* 330 U.S. 258, 304 (1947)). The amount of the sanction must be supported in the record. See *id.* Here, the record was silent on this central point. Autotech asked for a sanction in the amount of $20,000 per day just because, as its lawyer put it, "in this original RICO [action] we had a complaint for $10 million which we dismissed. . .based upon this [global settlement] order. We're talking about millions of dollars of goods." The court reduced the fine to $5,000 per day because it thought that it would balloon out of control: "[a] hundred days and

we're up to $20 million." Nowhere was there evidence of either the actual losses Autotech was suffering or what it might take to ensure Integral's compliance. Under the circumstances, it was an abuse of discretion to find Integral in contempt and to set a fine of $5,000 per day.

IV

In summary, we conclude that the district court had subject matter jurisdiction over both the original case and the contempt proceedings that grew out of it. For several reasons, we also conclude that Integral is entitled to appeal from the judgment in excess of $18 million against it for that alleged contempt. Finally, we conclude that the judgment cannot stand, because of flaws in service, the lack of specificity of the property to be covered by the writ of execution, and the lack of evidence supporting the finding of contempt and the amount of the judgment. We therefore VACATE the contempt judgment and the writ of execution and REMAND for further proceedings consistent with this opinion.

A true Copy:

Teste: /s/_____

Clerk of the United States Court of Appeals for the Seventh Circuit

APPENDIX B

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT
OF ILLINOIS
EASTERN DIVISION

No. 96 C 3193

[Filed February 10, 2006]

AUTOTECH TECHNOLOGIES LIMITED PARTNERSHIP, an Illinois limited partnership, Plaintiff,	)
v.	)
INTEGRAL RESEARCH & DEVELOPMENT CORPORATION, VLADIMIR BOROVOI, and VICTOR EMELYANOV, Defendants.	)

ORDER

This matter having come before the Court on Plaintiff's Motion for Writ of Execution (the "Motion"), due notice having been given, and the Court being fully advised in the premises;

THE COURT HEREBY FINDS that the order of December 23, 1997 remains in force and effect, remains unpaid, due and collectible, and that Plaintiff may proceed to take steps to enforce and collect the amounts due and owing to Plaintiff under said order.

IT IS THEREFORE ORDERED THAT:

1. The Plaintiffs Motion is hereby granted in all respects.

2. That a Writ of Execution is hereby granted and that the Plaintiff be and hereby is authorized as follows:

a. That Plaintiff, through its agents, is entitled to enforce and collect from third parties the judgment debt entered against Defendants on December 23, 1997, which amount is, as of January 31, 2006: $14,790,000 plus interest of 4.5% compounded annually, totaling $18,876,730, and which amount continues increasing at the rate of $5,000.00 per day plus interest;

b. That those third parties that have, hold, or are in possession of goods or monies belonging to Integral commanded to produce to Plaintiff or its agents all books, papers or records in their possession or control which may contain information concerning the property or income of, or indebtedness due Integral;

c. That those third parties be prohibited from making or allowing any transfer or other

disposition of, or interfering with, any property not exempt from execution or garnishment belonging to Integral or to which he may be entitled or which may be acquired by or become due to Integral and from paying over or otherwise disposing of any money not so exempt, which is due or becomes due to Integral, until further order of court or termination of the proceedings. Those third parties are not required to withhold the payment of any money beyond double the amount of the judgment.

d. That Plaintiff is allowed to levy upon and seize any and all assets of Integral held by, in the possession or control of, said third parties and, if said assets are not cash money, to sell said assets and convert them to cash money, and that Plaintiff is entitled to collect said assets and cash money as and for satisfaction of that portion of the judgment debt owed to it by Integral pursuant to the terms of the December 23, 1997 order.

Dated: February 10, 2006

ENTERED:

/s/
HONORABLE DAVID H. COAR

Cary S. Fleischer (ARDC No. 0831158)
CHUHAK & TECSON, P.C.
30 S. Wacker Drive, Suite 2600
Chicago, Illinois 60606
(312) 444-9300

David G. Susler, Esq. (ARDC No. 6195706)
Attorney for Plaintiff
363 St. Paul Blvd.
Carol Stream. Illinois 60188
Tel: 630-462-5906, ext. 278
Fax: 630-555-6006

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT
OF ILLINOIS
EASTERN DIVISION

No. 96 C 3193

[Filed February 10, 2006]

AUTOTECH TECHNOLOGIES LIMITED PARTNERSHIP, an Illinois limited partnership, Plaintiff,	)
v.	)
INTEGRAL RESEARCH & DEVELOPMENT CORPORATION, VLADIMIR BOROVOI, and VICTOR EMELYANOV, Defendants.	)

JUDGMENT ORDER

This matter having come before the Court on Plaintiff's Motion for Writ of Execution to enable enforcement of the previously entered civil contempt judgment order, due notice having been given, and the Court being fully advised in the premises.

IT IS HEREBY ORDERED THAT:

1. Judgment is entered in favor of Plaintiff, Autotech Technologies Limited Partnership, and

against Defendant Integral Research & Development Corporation, on the order of December 23, 1997, in the amount of $18,867,730.00 as of February 10, 2006.

2. This judgment order does not affect the continued accrual of the fine under the terms of the December 23, 1997 order, which order remains in effect and the fine against Defendant continues to accrue pursuant to the terms of the December 23, 1997 order.

Dated: February 10, 2006

ENTERED:

/s/_____
HONORABLE DAVID H. COAR

Cary S. Fleischer (ARDC No. 0831158)
CHUHAK & TECSON, P.C.
30 S. Wacker Drive, Suite 2600
Chicago, Illinois 60606
(312) 444-9300

David G. Susler, Esq. (ARDC No. 6195706)
Attorney for Plaintiff
363 St. Paul Blvd.
Carol Stream. Illinois 60188
Tel: 630-462-5906, ext. 278
Fax: 630-555-6006

APPENDIX C

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

No. 96 C 3193

[Filed December 23, 1997]

AUTOTECH TECHNOLOGIES LIMITED PARTNERSHIP, Plaintiff,	)
v.	)
INTEGRAL RESEARCH & PRODUCTION CORPORATION, VLADIMIR GOROVOI, and VICTOR EMELYANOV, Defendants.	)

Judge David H. Coar
Magistrate Edward Bobrick

CONTEMPT ORDER

THIS MATTER COMING on to be heard before the Court on Motion of Plaintiff AUTOTECH TECHNOLOGIES LIMITED PARTNERSHIP for a finding of Contempt of Court against INTEGRAL RESEARCH & PRODUCTION CORPORATION, and

the Court having determined that the Motion was filed on December 2, 1997, and the Court further finding as follows:

1. Integral Research & Production Corporation is a company from the Republic of Belarus and government owned by the Republic of Belarus.

2. The Motion was served upon the Embassy of the Republic of Belarus in the United States on December 3, 1997.

3. That Motion was set for hearing on December 9, 1997, and on December 9, 1997, no one appeared on behalf of Defendant Integral Research & Production Corporation.

4. That on December 9, 1997, this Court entered a Rule to Show Cause against Integral Research & Production Corporation why it should not be held in Contempt of Court and made the rule returnable on December 23, 1997 at 9:30 a.m. The Rule was served on December 12, 1997.

5. That on December 23, 1997, Integral did not appear personally or by its attorneys to answer the Rule to Show Cause.

6. That based upon the Motion for Finding of Contempt of Court, it is clear that Integral has violated ¶1 of the Order entered by this Court on April 3, 1997.

7. It is clear that the actions of Integral constitute wilful contempt.

8. It is clear that Integral was warned by Magistrate Judge Bobrick of the importance of following any Court Order.

9. It is clear that Integral and the Government of Belarus have chosen not to contest this contempt motion.

NOW, THEREFORE, IT IS HEREBY ADJUDGED, ORDERED AND DECREED AS FOLLOWS:

1. This Court finds Integral Research & Production Corporation in civil Contempt of Court for violation of the Court Order of April 3, 1997.

2. From this date forward, this Court enters a fine against Integral in the amount of $ 5,000.00 per day beginning December 31, 1997 to continue until the Court is shown that Integral will comply with ¶1 of the Court's Order by not selling goods in the United States, except through Plaintiff.

3. That the fine will constitute a judgment of this Court in favor of Plaintiff Autotech Technologies Limited Partnership and continuing forward beginning on December 31, 1997.

4. This Contempt Order is binding upon Defendant Integral, its divisions, affiliates, agents, owners, officers, directors, employees, successors and assigns.

5. Plaintiff Autotech Technologies Limited Partnership is directed to serve a copy of this Court's Order on Integral Research & Production Corporation and on the owner of Integral Research & Production

Corporation, being the Republic of Belarus, by its Embassy in Washington, D.C.

6. This Order is stayed until December 31, 1997 to give Integral the opportunity to present a Motion to Vacate this Order. Unless a further Order is entered from this Court, this Order will became immediately effective as of December 31, 1997.

DATE: December 23, 1997
ENTER: /s/
Judge David H. Coar

Cary S. Fleischer
CHUHAK & TECSON, P.C.
225 West Washington Street
Suite 1300
Chicago, Illinois 60606
(312) 444 - 9300

APPENDIX D

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

No. 96 C 3193

[Filed December 9, 1997]

AUTOTECH TECHNOLOGIES LIMITED PARTNERSHIP, Plaintiff,	)
v.	)
INTEGRAL RESEARCH & PRODUCTION CORPORATION, VLADIMIR GOROVOI, and VICTOR EMELYANOV, Defendants.	)

Judge David H. Coar
Magistrate Edward Bobrick

ORDER FOR RULE TO SHOW CAUSE

THIS MATTER COMING on to be heard upon Autotech Technologies Limited Partnership's Motion for Finding of Contempt of Court against Integral Research & Production Corporation, the Court having

reviewed the allegations of the Motion, and the Court being advised in the premises,

IT IS HEREBY ORDERED THAT:

1. This Court enters against Integral Research & Production Corporation a Rule to Show Cause why it should not be held in contempt of court for violation of this Court's Order of April 3, 1997.

2. This Order is made returnable on December 23, 1997 at 9:30 a.m., at which time Defendant Integral is ordered to show cause why it should not be held in contempt of court.

DATE: December 9, 1997

ENTER: /s/
Judge David H. Coar

Cary S. Fleischer
CHUHAK & TECSON, P.C.
225 West Washington Street
Suite 1300
Chicago, Illinois 60606
(312) 444-9300

APPENDIX E

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

No. 96 C 3193

[Dated April 3, 1997]

AUTOTECH TECHNOLOGIES LIMITED PARTNERSHIP (ATLP) Plaintiff, v. INTEGRAL RESEARCH & PRODUCTION CORPORATION, VLADIMIR GOROVOI, and VICTOR EMELYANOV, Defendants.	)

Judge David H. Coar
Magistrate Edward A. Bobrick

AGREED ORDER

The parties having filed a Complaint and a Counterclaim in this cause and having agreed to resolve their differences hereby agree to the entry of this Order, and

IT IS HEREBY ORDERED AS FOLLOWS:

1. Neither Integral nor its Transistor Plant shall sell goods directly or indirectly in the United States Canada, or to Mexican subcontractors except any and all sales may be made by Integral through ATLP pursuant to the agreement between Integral and ATLP.

2. All pending discovery matters are hereby resolved; the Complaint and Counterclaim are dismissed with prejudice, except for the Court's retaining jurisdiction to enforce the provisions of this Agreed Order.

3. Unless consented to by Autotech, Integral is ordered to refrain from using, disseminating or copying the Data Book dated February, 1995, or portions thereof, the front page of which is attached hereto as Exhibit 1.

4. Integral agrees to achowledge the grant of exclusive rights provided in the Agreed Order entered or to be entered in State Court Case No. 95 CH 3927 and to obtain acknowledgment of the Government of said grant. Within 24 hours of said terms being accomplished, Autotech Technologies Limited Partnership will wire transfer $217,000.00 to Integral.

5. The $200,000.00 previously advanced to Integral by AVG for materials is forgiven.

6. This Order is binding upon the parties, their divisions, affiliates, agents, owners, officers, directors, employees, successors and assigns.

DATE: April 3, 1997

ENTER: /s/
United States District Court Judge

/s/
Shalabh Kumar
CEO, Autotech Technologies Limited Partnership

/s/
Scott Fietsam
COO, AVG Semiconductors Division of ATLP

/s/
Vladimir Gorovoi, Individually and for
Defendant Integral Scientific Production Corporation
and Integral Research & Production Corporation
("Integral")

/s/
Cary S. Fleischer, Esq.
Attorney for Plaintiff

/s/
John E. LaPine, Esq.
Attorney for Defendants

This Order Prepared Jointly by:

Cary S. Fleischer, Esq.
CHUHAK & TECSON, P.C.
225 West Washington Street
Suite 1300
Chicago, IL 60606
Telephone: (312) 444-9300

John E. LaPine, Esq.
Law Office of John E. LaPine
2024 Hickory Road - Suite 2NW
Homewood, IL 60430
Telephone: (708) 799-9613
Facsimile: (708) 799-6298

EXHIBIT 1

DDi™

AVG Semiconductors™

LOGIC DATA BOOK

- ALS/LS
- HC/HCT
- 4000B Series
- AC/ACT

APPENDIX F

In the United States Court of Appeals for the Seventh Circuit

No. 06-1718.

[Decided October 2, 2007]

AUTOTECH TECHNOLOGIES LP,
Plaintiff-Appellee,

v.

INTEGRAL RESEARCH & DEVELOPMENT CORP.,
Defendant-Appellant.

Appeal from the United States District Court
for the Northern District of Illinois, Eastern Division
No. 96 C 3193 - David H. Coar, Judge.

Before Hon. MICHAEL S. KANNE, Circuit Judge, Hon. DIANE P. WOOD, Circuit Judge. Hon. ANN CLAIRE WILLIAMS, Circuit Judge.

ORDER

On consideration of the Petition for Panel Rehearing filed by the plaintiff-appellee on September

12, 2007, all members of the original panel have voted to DENY the petition.

Accordingly, the petition for rehearing is hereby DENIED.

APPENDIX G

APPEAL, DENLOW, TERMED

United States District Court
Northern District of Illinois -
CM/ECF LIVE, Ver 2.5 (Chicago)
CIVIL DOCKET FOR CASE #: 1:96-cv-03193

Autotech Tech Ltd v. Integral Research, et al	Date Filed: 05/29/1996
Assigned to: Honorable David H. Coar	Jury Demand: Plaintiff
Demand: $99,999,000	Nature of Suit: 370 Personal Prop.: Fraud or Truth-In-Lending
Cause: 28:1332 Diversity-Fraud	Jurisdiction: Diversity

Plaintiff

Autotech Technologies Limited Partnership	represented by	**Cary S. Fleischer** Chuhak & Tecson 30 South Wacker Drive Suite 2600 Chicago, IL 60606 (312) 444-9300 Email: cfleischer@chuhak.com *LEAD ATTORNEY* *ATTORNEY TO BE NOTICED*

Alan R. Dolinko
Robinson, Curley &
Clayton, P.C.
300 South Wacker
Drive
Suite 1700
Chicago, IL 60606
(312) 663-3100
Email:
adolinko@robinsoncurle
y.com
TERMINATED:
03/28/2006
ATTORNEY TO BE
NOTICED

David G. Susler
David G. Susler
363 St. Paul Blvd..
Carol Stream, IL 60118
(630) 462-5906
Email: dsusler@avg.net
ATTORNEY TO BE
NOTICED

James Worlton
Naisbitt
James W. Naisbitt, Ltd.
205 W. Wacker Drive
Suite 1600
Chicago, IL 60606-1441
(312)345-1056
Email:
jnaisbitt@aol.com
ATTORNEY TO BE

NOTICED

Jordan M. Cramer
Levenfeld Pearlstein
2 North LaSalle Street
13th Floor
Chicago, IL 60602
(312)346-8380
Email:
jcramer@lplegal.com
TERMINATED:
03/27/2006
ATTORNEY TO BE
NOTICED

V.

Defendant		
Integral Research & Production Corporation	represented by	**John Edward LaPine** Law Office of John E. LaPine 2024 Hickory Road Suite 2NW Homewood, IL 60430 (708) 799-9613 *LEAD ATTORNEY* *ATTORNEY TO BE* *NOTICED* **David A. Baron** McDermott Will & Emery LLP 600 Thirteenth St., NW Washington, DC 20005-3096

US
(202) 756-8000
Email:
dbaron@mwe.com
ATTORNEY TO BE NOTICED

Steven Owen Hamill
Attorney at Law
2024 Hickory Road
Homewood, IL 60430
(708) 799-0951

William D. Hagedorn
McDermott Will & Emery LLP
600 Thirteenth Street NW
Washington, DC 20005-3096
(202) 756-8000
Email:
whagedorn@mwe.com
ATTORNEY TO BE NOTICED

William Paul Schuman
McDermott, Will & Emery LLP (Chicago)
227 West Monroe Street
#4400
Chicago, IL 60606-5096
(312) 372-2000

		Email: wschuman@mwe.com *ATTORNEY TO BE NOTICED*
Defendant **Vladimir Gorovoi**	represented by	**John Edward LaPine** (See above for address) *LEAD ATTORNEY* *ATTORNEY TO BE NOTICED* **Steven Owen Hamill** (See above for address)
Defendant **Victor Emelyanov**		
Counter Claimant **Integral Research & Production Corporation**	represented by	**John Edward LaPine** (See above for address) *LEAD ATTORNEY* *ATTORNEY TO BE NOTICED* **Steven Owen Hamill** (See above for address) **William Paul Schuman** (See above for address) *ATTORNEY TO BE NOTICED*

Counter Claimant		
Vladimir Gorovoi	represented by	**John Edward LaPine** (See above for address) *LEAD ATTORNEY* *ATTORNEY TO BE NOTICED* **Steven Owen Hamill** (See above for address)
V.		
Counter Defendant		
Autotech Technologies Limited Partnership	represented by	**Cary S. Fleischer** (See above for address) *LEAD ATTORNEY* *ATTORNEY TO BE NOTICED* **Alan R. Dolinko** (See above for address) *TERMINATED: 03/28/2006* *ATTORNEY TO BE NOTICED* **David G. Susler** (See above for address) *ATTORNEY TO BE NOTICED*

James Worlton Naisbitt
(See above for address)
ATTORNEY TO BE NOTICED

Jordan M. Cramer
(See above for address)
TERMINATED: 03/27/2006
ATTORNEY TO BE NOTICED

Counter Defendant
Shalabh Kumar

Counter Defendant
Scott Fietsam

Counter Defendant
Arjun Desai

Date Filed	#	Docket Text
05/29/1996	1	COMPLAINT; jury demand - Civil cover sheet - Appearance(s) of Jordan M. Cramer, James Worlton Naisbitt, Alan R. Dolinko, Cary S. Fleischer as attorney(s) for plaintiff Autotech Tech Ltd with Rule 39 affidavits (original and one copy summons(es) issued.) (Documents: 1-1 through 1-7) (fce) (Entered: 05/30/1996)
05/29/1996		RECEIPT regarding payment of filing fee paid; on 5/29/96 in the amount of $ 120.00, receipt # 474542. (fce) (Entered: 05/30/1996)
05/31/1996	2	EMERGENCY MOTION by plaintiff to appoint special process server (ar) (Entered: 06/03/1996)
05/31/1996	3	ORDER regarding plaintiff's emergency motion to appoint special process server [2-1] (ar) (Entered: 06/03/1996)

05/31/1996	4	MINUTE ORDER of 5/31/96 by Hon. David H. Coar : Plaintiff's emergency motion to appoint special process server [2-1] is granted. Barnett Kolton of Scot Forest Stern & Associates is appointed as special process server to serve summons and complaint in this lawsuit. No notice (ar) Modified on 06/03/1996 (Entered: 06/03/1996)
06/05/1996	5	RETURN OF SERVICE executed upon defendant Integral Research on 6/3/96 (kmt) (Entered: 06/06/1996)
06/05/1996	6	RETURN OF SERVICE executed upon defendant Vladimir Gorovoi on 6/3/96 (kmt) (Entered: 06/06/1996)
06/21/1996	7	ATTORNEY APPEARANCE for Integral Research and Vladimir Gorovoi by John Edward LaPine, Steven Owen Hamill with Rule affidavits (ar) (Entered: 06/24/1996)

06/25/1996	8	MOTION by defendants Integral Research & Production Corporation and Vladimir Gorovoi for extension of time to answer or otherwise plead to plaintiff's complaint ; Notice of motion (ar) Modified on 06/26/1996 (Entered: 06/26/1996)
06/25/1996	9	MINUTE ORDER of 6/25/96 by Hon. David H. Coar : Defendants Integral Research & Production Corporation and Vladimir Gorovoi's motion for extension of time to answer or otherwise plead plaintiff's complaint [8-1] is granted. Answer or plead by 08/24/96. Mailed notice (ar) (Entered: 06/26/1996)
06/26/1996		SCHEDULE set on 6/26/96 by Hon. David H. Coar : Status hearing set for 9:30 a.m. on 9/9/96 . Mailed notice (pm) (Entered: 06/26/1996)
09/09/1996		SCHEDULE set on 9/9/96 by Hon. David H. Coar : At the request of the parties, Status hearing reset to 9:30 9/12/96 . No notice (pm) (Entered: 09/13/1996)

09/12/1996		ORAL MOTION by defendants for leave to file an answer (fce) (Entered: 09/16/1996)
09/12/1996	10	MINUTE ORDER of 9/12/96 by Hon. David H. Coar : Status hearing held; continued to 09/25/96 at 9:30 a.m. Granting defendants' oral motion for leave to file an answer [0-1], answer to be filed by 09/23/96. Mailed notice (fce) (Entered: 09/16/1996)
09/23/1996	11	ANSWER to plaintiff's complaint [1-1] and COUNTERCLAIM by Integral Research & Products Corporation and Vladimir Gorovoi against Autotech Technologies Limited Partnership, Shalabh Kumar, Scott Fietsam and Arjun Desai; Notice of filing (1 vol.) (ar) (Entered: 09/24/1996)

09/25/1996	12	MINUTE ORDER of 9/25/96 by Hon. David H. Coar : Status hearing held. Rule 16(b) scheduling conference set for 4:00 pm on 11/8/96 in chambers. The court hereby opts into Rule 26(a)(1) for purposes of this case. Proposed discovery plan pursuant to Rule 26(f) and proposed scheduling order pursuant to Rule 16(b) to be filed in chambers. (See reverse of minute order). (See attached forms for report of planning conference and proposed scheduling order). Mailed notice (ar) (Entered: 10/09/1996)
11/06/1996	13	MOTION by Autotech Tech Ltd to dismiss counter-plaintiff's counter-complaint ; Notice of motion. (Temporarily unavailable for docketing.) (ar) Modified on 11/21/1996 (Entered: 11/21/1996)

11/08/1996		SCHEDULE set on 11/8/96 by Hon. David H. Coar : Rule 16(b) scheduling conference held. Rule 26(a)(1) disclosures by 12/8/96. Amendments or joinder of parties by 12/8/96. Status hearing set to 9:30 5/8/97. Discovery ordered closed on 4/8/97. Parties to disclose expert testimony on or before 5/8/97 and may depose the other side's expert at any time prior to 6/8/97. The parties to disclose any rebuttal expert at any time prior to 7/8/97. The parties have until 8/8/97 to depose the opposing party's rebuttal expert. Motion dispositive is due 9/8/97 . Pretrial order to be submitted on 12/8/97. Final Pretrial conference set to 11:00 12/12/97. Bench trial set to 10:00 1/12/98. Mailed notice (pm) (Entered: 11/20/1996)

11/08/1996	14	MINUTE ORDER of 11/8/96 by Hon. David H. Coar : Plaintiff/counter-defendant's motion to dismiss counter-complaint [13-1] shall be deemed as a motion for a more definite statement and is granted. Defendant to file an amended pleading in compliance with the Federal Rules of Civil Procedure by 12/16/96. All discovery disputes will be referred to the Magistrate-Judge, Judge Bobrick. (ar) (Entered: 11/21/1996)
11/26/1996	15	REFERRAL ORDER of 11/26/96: Case referred to Hon. Edward A. Bobrick by the Hon. David H. Coar pursuant to General Rule 2.41(b) to conduct hearings and enter appropriate orders on the following pretrial motion/matter: All discovery motions. (For further detail see order.) Mailed notice (ar) (Entered: 12/06/1996)

01/07/1997		SCHEDULE set on 1/7/97 by Hon. Edward A. Bobrick : Status hearing set before Magistrate Judge Bobrick in Courtroom 1812 for 10:00 1/16/97 . Mailed notice (tmh) (Entered: 01/07/1997)
01/16/1997		SCHEDULE set on 1/16/97 by Hon. Edward A. Bobrick : Status hearing held and continued to 10:00 1/27/97 . Mailed notice (tmh) (Entered: 01/16/1997)
01/21/1997	16	MOTION by plaintiff to compel defendants to answer request for production of documents (Exhibit); Notice of motion (ar) (Entered: 01/29/1997)
01/27/1997		ORAL MOTION by plaintiff to withdraw their motion to compel (ar) (Entered: 01/29/1997)

01/27/1997	17	MINUTE ORDER of 1/27/97 by Hon. Edward A. Bobrick : Status hearing held and continued to 10:00 am on 4/28/97. Plaintiff's oral motion to withdraw [0-1] their motion to compel is granted and plaintiff's motion to compel [16-1] is hereby withdrawn with leave to reinstate as appropriate. Mailed notice (ar) (Entered: 01/29/1997)
03/17/1997	18	MOTION by plaintiff to compel discovery (Attachments); Notice of motion. (Temporarily unavailable for docketing.) (ar) (Entered: 03/24/1997)
03/19/1997	19	MINUTE ORDER of 3/19/97 by Hon. Edward A. Bobrick : Defendant to file response to plaintiff's motion to compel [18-1] by 03/26/97. Status hearing set for 10:00 am on 3/28/97. Mailed notice (ar) (Entered: 03/24/1997)
03/26/1997	20	MINUTE ORDER of 3/26/97 by Hon. Edward A. Bobrick : By agreement between the parties, defendant's response to plaintiff's motion to compel [18-1] is due 4/2/97. Mailed notice (ar) (Entered: 03/27/1997)

03/28/1997		SCHEDULE set on 3/28/97 by Hon. Edward A. Bobrick : Status hearing held and continued to 9:30 4/3/97 . No notice (tmh) (Entered: 03/28/1997)
04/03/1997	21	MINUTE ORDER of 4/3/97 by Hon. Edward A. Bobrick : Status hearing held. Parties have reached a settlement in this case. All matters relating to the referral of this action having been resolved, the case is returned to the assigned judge. terminating case referral to Hon. Edward A. Bobrick motion to compel discovery [18-1] Mailed notice (fce) (Entered: 04/04/1997)
04/03/1997	22	AGREED ORDER (Exhibit) (ar) (Entered: 04/09/1997)

04/03/1997	23	MINUTE ORDER of 4/3/97 by Hon. David H. Coar : All pending discovery matters are hereby resolved . The complaint and counterclaim are dismissed with prejudice, except for the Court's retaining jurisdiction to enforce the provisions of this agreed order. Enter agreed order. Terminating case. Mailed notice (ar) (Entered: 04/09/1997)
12/02/1997	24	MOTION by plaintiff for finding of contempt of court (Exhibits); Notice of motion (fce) (Entered: 12/12/1997)
12/09/1997	25	ORDER FOR RULE TO SHOW CAUSE regarding motion for finding of contempt of court [24-1] (fce) (Entered: 12/12/1997)

12/09/1997	26	MINUTE ORDER of 12/9/97 by Hon. David H. Coar : Enter Rule to show cause why Integral Research & Prodction Corporation should not be held in contempt of court for violation of Court's order of 4/3/97, returnable 12/23/97 at 9:30 a.m. The movant shall send a copy of this order to the defendant Integral. Mailed notice (fce) (Entered: 12/12/1997)
12/23/1997	27	CONTEMPT ORDER [24-1] (eav) (Entered: 01/08/1998)

12/23/1997	28	MINUTE ORDER of 12/23/97 by Hon. David H. Coar : This matter came before the Court on the return of the Rule to Show Cause as Integral, no one having appeared on behalf of the defendant Integral. It is hereby ordered that the defendant is in civil contempt. From this date forward fine is entered against defendant in the sum of $5,000.00 per day starting 12/31/97 until further order of Court. This order is strayed until 12/31/97. Enter contempt order. [24-1] Mailed notice (eav) (Entered: 01/08/1998)
04/30/2003		CITATION to Discover Assets Issued, one original and one copy, as to Richard Schuelke. (lc) (Entered: 05/02/2003)
05/20/2003	29	MINUTE ORDER of 5/20/03 by Hon. David H. Coar: Hearing held and continued to 06/23/03 at 9:00 a.m. on the return of the citation to discovery assets as to Richard Schuelke. Mailed notice (cdy) (Entered: 05/22/2003)

06/10/2003		CITATION to Discover Assets Issued, one original and one copy as to Richard Schueke. (lc) (Entered: 06/11/2003)
06/23/2003	30	MINUTE ORDER of 6/23/03 by Hon. David H. Coar : Hearing held regarding citations to discover assets and continued to 7/10/03 at 9:00a.m. Mailed notice (lc) (Entered: 06/24/2003)
07/10/2003	31	MINUTE ORDER of 7/10/03 by Hon. David H. Coar : Status hearing held and continued to 10/29/03 at 10:00a.m. Richard Schueke is given twenty-one days from 07/10/03 to file papers; the plaintiff is given twenty-eight days thereafter to file response to said papers. A final hearing is set on the citation to discovery assets as to Richard Schueke on 10/29/03 at 10:00. Parties are placed on notice that this matter will not be continued beyond 10/29/03. Mailed notice (lc) (Entered: 07/14/2003)

07/31/2003	32	ATTORNEY APPEARANCE for Suraleb, Inc. and Belarus Tractor International, Inc. by J. Samuel Tenenbaum, Robert O'Meara (cdy) (Entered: 08/01/2003)
07/31/2003	33	MOTION by Suraleb Inc, Belarus Tractor Intl to quash citations to discover assests (Attachments); Notice. (lc) (Entered: 08/04/2003)
08/28/2003	34	RESPONSE by plaintiff to motion to quash citations to discover assests [33-1] (Attachments); Notice. (lc) (Entered: 08/29/2003)
10/29/2003	35	MINUTE ORDER of 10/29/03 by Hon. David H. Coar : Subject to the modifications to the citation as discussed on the record, The motion to quash is denied [33-1]. Mailed notice (lc) (Entered: 10/30/2003)
02/02/2006	36	MOTION by Plaintiff Autotech Technologies Limited Partnership for writ *of execution* (Attachments: # 1 Exhibit 1# 2 Exhibit 2# 3 Exhibit 3# 4 Exhibit 4)(Susler, David) (Entered: 02/02/2006)

02/02/2006	37	NOTICE of Motion by David G. Susler for presentment of motion for writ36 before Honorable David H. Coar on 2/10/2006 at 09:00 AM. (Susler, David) (Entered: 02/02/2006)
02/02/2006	38	MOTION by Plaintiff Autotech Technologies Limited Partnership for leave to appear as additional Plaintiff's Counsel (Susler, David) (Entered: 02/02/2006)
02/02/2006	39	NOTICE of Motion by David G. Susler for presentment of motion for leave to appear38 before Honorable David H. Coar on 2/10/2006 at 09:00 AM. (Susler, David) (Entered: 02/02/2006)

02/10/2006	40	MINUTE entry before Judge David H. Coar : Motion hearing held on 2/10/06 regarding document # 36 & 38. Plaintiff's Motion 36 for Writ of Execution is granted (signature order to follow). Plaintiff's Motion for leave to file additional appearance is granted. Leave granted David G. Susler to file additional appearance on behalf of the plaintiff. Attorney David G. Susler for Autotech Technologies Limited Partnership added. Mailed notice (cdy,) (Entered: 02/13/2006)
02/10/2006	41	MINUTE entry before Judge David H. Coar : Judgment is entered in favor of plaintiff and against defendant Integral Research on the order of 12/23/07 in the amount of $18,867,730.00 as of 2/10/06. The judgment order does not affect the continued accrual of the fine under the terms of the 12/23/97 order, which remains in effect. Enter Judgment Order. Mailed notice (cdy,) (Entered: 02/14/2006)

02/10/2006	42	JUDGMENT ORDER. Signed by Judge David H. Coar on 2/10/2006.(cdy,) (Entered: 02/14/2006)
02/10/2006	43	MINUTE entry before Judge David H. Coar : The plaintiff is allowed to levy upon and seize any and all assets of the defendant. Plaintiff is entitled to collect assets and cash money as and for satisfaction of that portion of the judgment debt owed by the defendant pursuant to the terms of 12/23/97 order. Enter Order. Mailed notice (cdy,) (Entered: 02/14/2006)
02/10/2006	44	ORDER. Signed by Judge David H. Coar on 2/10/2006.(cdy,) (Entered: 02/14/2006)
03/10/2006	45	NOTICE of appeal by Integral Research & Production Corporation, Vladimir Gorovoi, Victor Emelyanov regarding orders 44, 43, 42, 41 ; Filing fee $ 255 paid; Receipt number 10332243. (gej,) (Entered: 03/13/2006)

03/13/2006	46	TRANSMITTED to the 7th Circuit the short record on 3/13/2006 notice of appeal45. Notified counsel. (gej,) (Entered: 03/13/2006)
03/15/2006	47	ACKNOWLEDGEMENT of receipt of short record on appeal regarding notice of appeal 45; USCA Case No. 06-1718 (cdy,) (Entered: 03/17/2006)
03/20/2006	48	MOTION by Plaintiff Autotech Technologies Limited Partnership to withdraw as attorney (Cramer, Jordan) (Entered: 03/20/2006)
03/20/2006	49	NOTICE of Motion by Jordan M. Cramer for presentment of motion to withdraw as attorney48 before Honorable David H. Coar on 3/27/2006 at 09:00 AM. (Cramer, Jordan) (Entered: 03/20/2006)
03/23/2006	50	MOTION by Plaintiff Autotech Technologies Limited Partnership to withdraw as attorney (Dolinko, Alan) (Entered: 03/23/2006)

03/23/2006	51	NOTICE of Motion by Alan R. Dolinko for presentment of motion to withdraw as attorney50 before Honorable David H. Coar on 3/28/2006 at 09:00 AM. (Dolinko, Alan) (Entered: 03/23/2006)
03/27/2006	52	MINUTE entry before Judge David H. Coar : Motion hearing held on3/27/2006 regarding #48. Motion 48 to withdraw by Jordan M. Cramer of Levenfeld Pearlstein, LLC is granted. Mailed notice (cdy,) (Entered: 03/28/2006)
03/28/2006	53	TRANSCRIPT of proceedings for the following dates: 9/25/96, 5/20/03, 6/23/03, 7/10/03 and 2/10/06; Before the Honorable David H. Coar (53-1 through 53-5) (cdy,) . (Entered: 03/29/2006)
03/28/2006	54	SEVENTH CIRCUIT transcript information sheet dated 3/21/06 (cdy,) (Entered: 03/29/2006)

03/28/2006	55	MINUTE entry before Judge David H. Coar : Motion hearing held on 3/28/2006 regarding #50. Motion 50 to withdraw is granted. Leave granted Alan R. Dolinko of Robinson Curley and Clayton, P.C. to withdraw as attorney for Plaintiff, Autotech Technologies Limited Partnership. Attorney Alan R. Dolinko terminated. Mailed notice (cdy,) (Entered: 03/29/2006)
03/31/2006	56	TRANSCRIPT of proceedings for the following dates: 12/09/97, 12/23/97; Before the Honorable David H. Coar (56-1 through 56-2) (cdy,). (Entered: 04/03/2006)
04/04/2006	57	TRANSMITTED to the USCA for the 7th Circuit the long record on appeal 45 (USCA no. 06-1718) consisting of 1 volume of pleadings, 2 loose pleadings and 7 transcripts. (dj,) (Entered: 04/04/2006)
04/06/2006	58	USCA RECEIVED on 4/4/2006 the long record. (gcj,) (Entered: 04/06/2006)

04/24/2006	59	TRANSCRIPT of proceedings for the following dates: 1/27/97, 3/28/97 and 4/3/97; Before the Honorable Edward A. Bobrick.(cdy,) (Entered: 04/26/2006)
06/13/2006	60	CERTIFIED copy of order dated 6/5/06 from the Seventh Circuit regarding notice of appeal 45 ; Appellate case no. : 06-1718 (eav,) (Entered: 06/15/2006)
06/13/2006	61	LETTER from the USCA retaining the record on appeal in USCA no. 06-1718 (eav,) (Entered: 06/15/2006)
07/17/2006	62	*Appearances for William P. Schuman, David A. Baron, William D. Hagedorn* MOTION by Defendant Integral Research & Production Corporation for leave to appear as Additional *Appearances for William P. Schuman, David A. Baron, William D. Hagedorn* (Schuman, William) (Entered: 07/17/2006)

07/17/2006	63	NOTICE of Motion by William Paul Schuman for presentment of motion for leave to appear, 62 before Honorable David H. Coar on 7/26/2006 at 09:00 AM. (Schuman, William) (Entered: 07/17/2006)
07/17/2006	64	MOTION by Defendant Integral Research & Production CorporationMotion to Cease Accrural of Contempt Fine (Schuman, William) (Entered: 07/17/2006)
07/17/2006	65	MEMORANDUM by Integral Research & Production Corporation in Support of *Defendant's Motion to Cease Accrual of Contempt Fine* (Attachments: # 1 Exhibit Supporting Affidavit)(Schuman, William) (Entered: 07/17/2006)
07/17/2006	66	NOTICE of Motion by William Paul Schuman for presentment of motion for miscellaneous relief64 before Honorable David H. Coar on 7/26/2006 at 09:00 AM. (Schuman, William) (Entered: 07/17/2006)

07/19/2006	67	APPLICATION for Leave to Appear Pro Hac Vice on behalf of Integral Research & Production Corporation by David A. Baron; Order entered granting leave by David H. Coar. Filing fee $ 100 paid, receipt number 10334875. (gcy,) (Entered: 07/21/2006)
07/19/2006	68	APPLICATION for Leave to Appear Pro Hac Vice on behalf of Integral Research & Production Corporation by William D. Hagedorn; Order entered granting leave by David H. Coar. Filing fee $ 100 paid, receipt number 10334874. (gcy,) (Entered: 07/21/2006)
07/26/2006	69	David A. Baron Appearance by Integral Research & Production Corporation (Schuman, William) (Entered: 07/26/2006)
07/26/2006	70	William D. Hagedorn Appearance by Integral Research & Production Corporation (Schuman, William) (Entered: 07/26/2006)

07/26/2006	71	William P. Schuman Appearance by Integral Research & Production Corporation (Schuman, William) (Entered: 07/26/2006)
07/26/2006	74	MINUTE entry before Judge David H. Coar :Motion hearing held on 7/26/06 regarding # 62 & 64. Motion 62 for leave to appear is granted upon the filing of the required filing fee. Motion to cease accrual of contempt fines 64 is continued to October 13, 2006 at 10:00 a.m. Parties to submit signature order with proposed schedule by 7/28/2006. The accrual of contempt fines is stayed as of today, July 26, 2006. Motion Hearing set for 10/13/2006 at 10:00 AM. (pm,) (Entered: 08/08/2006)

07/28/2006	72	MINUTE entry before Judge David H. Coar : Enter order. Applications to admit pro hac vice attorneys David A. Baron and William D. Hagedorn is granted 67 68. Motion for leave to file appearances of attorneys David A. Baron, William D. Hagedorn and William P. Schuman is granted 62. Case is set for hearing re: motion to cease accrual of contempt fine on 10/13/06 at 10:00 AM 64. Mailed notice (ar,) (Entered: 08/07/2006)
07/28/2006	73	ORDER, signed by Judge David H. Coar on 7/28/2006 72.Mailed notice(ar,) (Entered: 08/07/2006)
09/08/2006	75	MOTION by Plaintiff Autotech Technologies Limited Partnership to compel *and to enlarge briefing schedule* (Attachments: # 1 Exhibit A# 2 Exhibit B# 3 Exhibit C# 4 Exhibit D# 5 Exhibit E)(Susler, David) (Entered: 09/08/2006)

09/08/2006	76	NOTICE of Motion by David G. Susler for presentment of motion to compel75 before Honorable David H. Coar on 9/14/2006 at 09:00 AM. (Susler, David) (Entered: 09/08/2006)
09/13/2006	77	MEMORANDUM by Integral Research & Production Corporation in Opposition to *Plaintiff's Motion to Compel / Enlarge Brf Schedule* (Attachments: # 1 Exhibit Exhibit 1# 2 Exhibit Exhbit 2# 3 Exhibit Exhibit 3# 4 Exhibit Exhibit 4# 5 Exhibit Exhibit 5# 6 Exhibit Exhibit 6# 7 Exhibit Exhibit 7)(Schuman, William) (Entered: 09/13/2006)
09/14/2006	78	MINUTE entry before Judge David H. Coar : Motion hearing held on 9/14/2006 regarding motion to compel75. Motion to compel 75 is referred to the Magistrate Judge and entered and continued before the Magistrate Judge. mailed notice (pm,) (Entered: 09/14/2006)

09/19/2006	79	EXECUTIVE COMMITTEE ORDER: Motion to compel and enlarge briefing schedule 75 referred to Magistrate Judge Morton Denlow. Signed by Executive Committee on 9/19/06. (vkd,) (Entered: 09/21/2006)
09/22/2006	80	MINUTE entry before Judge Morton Denlow : This matter has been referred to Judge Denlow for ruling on a pending motion. If no briefing schedule has been set or if no briefing is desired, the parties are to notice the motion up on Mondays or Wednesdays at 9:15 a.m. Judge Denlow does not desire briefs on discovery disputes. Otherwise, the parties are to appear for status or argument at 10:00 a.m. on 10/26/2006. Mailed notice (dmk,) (Entered: 09/22/2006)

APPENDIX H

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

No. 96 C 3193

[Filed December 2, 1997]

AUTOTECH TECHNOLOGIES LIMITED PARTNERSHIP, Plaintiff,	)
v.	)
INTEGRAL RESEARCH & PRODUCTION CORPORATION, VLADIMIR GOROVOI, and VICTOR EMELYANOV, Defendants.	)

Judge David H. Coar
Magistrate Edward Bobrick

NOTICE OF MOTION

TO: Valery V. Tsepkalo, Ambassador
Embassy of the Republic of
Belarus to the United States
of America
1619 New Hampshire Avenue, N.W.

Washington, D.C. 20009
Fax No. (202) 986-1805

PLEASE TAKE NOTICE that the undersigned shall proceed before the Judge listed below, at said time and place, in the courtroom normally occupied by him in the Dirksen Federal Building, 219 South Dearborn Street, Chicago, Illinois 60604, to present the Motion set forth:

Judge:	David H. Coar	Room:	1419
Date:	December 9, 1997	Time:	9:15 a.m.
Motion:	for Finding of Contempt of Court		

at which time and place you may appear if you so desire.

/s/_____
Attorneys for Plaintiff

Cary S. Fleischer
CHUHAK & TECSON, P.C.
225 W. Washington Street, #1300
Chicago, Illinois 60606
(312) 444-9300

* * *

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

No. 96 C 3193

[Filed December 2, 1997]

AUTOTECH TECHNOLOGIES LIMITED PARTNERSHIP, Plaintiff,	)
v.	)
INTEGRAL RESEARCH & PRODUCTION CORPORATION, VLADIMIR GOROVOI, and VICTOR EMELYANOV, Defendants.	)

Judge David H. Coar
Magistrate Edward Bobrick

MOTION FOR FINDING OF CONTEMPT OF COURT

NOW COMES the Plaintiff AUTOTECH TECHNOLOGIES LIMITED PARTNERSHIP, by its attorneys, Cary S. Fleischer of the law firm of Chuhak & Tecson, P.C., and moves this Court for a finding of contempt of court against Integral Research & Production Corporation ("Integral"). In support of this Motion, Plaintiff states as follows:

1. This Motion is brought as a result of Integral wilfully violating a Court Order entered on April 3, 1997 by this Court which stated in ¶1 that, "Neither Integral nor its Transistor Plant shall sell goods directly or indirectly in the United States, Canada, or to Mexican subcontractors..." A copy of said Order is attached hereto and incorporated herein by reference as Exhibit 1.

2. That this case was initiated by Plaintiff filing a RICO Complaint against Defendants for millions of dollars of damages.

3. That on or before April 3, 1997, the parties agreed to a settlement whereby the Complaint and the Counterclaim were dismissed with prejudice based upon the Agreed Order attached as Exhibit 1, having been entered. The Agreed Order is clear on its face.

4. The Agreed Order also states in ¶6 that it is binding upon the parties, their divisions, affiliates, agents, owners, officers, directors, employees, successors and assigns.

5. Integral is a state-owned company owned by the Republic of Belarus and in ¶4 Autotech required as part of the Agreed Order that the Republic of Belarus recognize the grant of exclusivity provided in ¶1 of this Court's Order so there would be no misunderstanding as to terms of the Order.

6. That on April 9, 1997, counsel for Integral sent to Autotech's counsel two acknowledgments, one from the Government of Belarus by the Deputy Ministry of Industry, and the other from Defendant Integral, both

recognizing and acknowledging the provisions of this Court's Agreed Order. A copy of the letter together with the acknowledgments is attached hereto and incorporated herein by reference as Exhibit 2.

7. That thereafter, Plaintiff received information that Defendant Integral, notwithstanding the Agreed Order, was selling goods within the United States directly to a company in Florida operated by Mr. Art Scornavacca. Beginning during the summer of 1997, Plaintiff has attempted to receive assurances from Defendants that they will not violate the Agreed Order and assurances that they are not violating the Agreed Order by making sales to the Florida company. Plaintiff has also contacted the Government of Belarus directly in order to attempt to receive assurances that the Court Order has not been violated or will not be violated in the future.

8. That after a meeting in early November with Integral, Plaintiff was advised that Integral was still selling goods to Mr. Scornavacca's company in Florida, which company is now called PPC Semi, Inc.

After a long exchange of letters, Plaintiff finally received, on November 28, 1997, from D. Vecher of Integral, a letter which is attached as Exhibit 3. Please note that Mr. Vecher is the same gentleman who signed the letter which is attached as Exhibit 2 acknowledging the terms of the federal Agreed Order on behalf of Integral in April of 1997.

The letter indicates a desire for Integral to negotiate a relationship with Autotech, but as pertains to the Federal Court Agreed Order in ¶2 of his letter,

Mr. Vecher ADMITS THAT INTEGRAL IS SELLING GOODS TO MR. SCORNAVACCA'S COMPANY.

The letter also states in the next to the last paragraph that the Ministry of Industry has rejected getting involved since they have already signed their consent to this Court's Order. The Ministry of Industry entrusted the commercial business directly to Integral and it is Integral that is violating the Court Order.

9. The actions of Integral are consistent with its history in the lawsuit wherein Integral did not comply with discovery orders and never filed an amended answer as ordered by this Court on November 21, 1996. See Exhibit 4 attached hereto.

10. Finally, this Court should know that on April 3, 1997 when the Agreed Order was entered, the parties were before Magistrate Bobrick. Defendant Vladimir Gorovoi had been ordered by Magistrate Judge Bobrick to appear in open court due to non-compliance with discovery and was lectured by Magistrate Bobrick of the importance of complying with the Orders of this Court if Integral intended to do business in the United States. A copy of the transcript has been ordered, but is not yet ready. It will be provided to this Court as soon as possible.

11. That in order to enforce this Court's Order, Plaintiff requests that a fine be imposed upon Integral in the amount of $20,000 per day until the Court is shown that Integral will comply with ¶1 of the Court's Order by not selling goods in the United States, except through Plaintiff. It is submitted that the imposition of this fine should have the effect of requiring Integral

to comply with the Court's Order since the proceeds of any sales Integral makes in the United States can be garnished to pay the fine. Therefore, any benefit to Integral from violating the Court Order can be negated.

12. Plaintiff dismissed a major lawsuit based upon assurances that if Integral wanted to do business in the United States, Integral would do business through Plaintiff or else Integral would not be able to make sales in this country. Integral has undertaken to attempt to negotiate agreements with Plaintiff, which negotiations are still ongoing, however, Integral at the same time has no reason to complete the negotiations if it can with impunity violate this Court's Order. The Defendant enterprise in the United States is owned by the Republic of Belarus and notice of this Motion has been served upon the Embassy of the Republic of Belarus in the United States of America, specifically to the Ambassador Valery V, Tsepkalo, who in the past has met with Plaintiff and attempted to procure Integral's compliance with the Court Order. Consequently, proper notice be accomplished by service to the Embassy.

WHEREFORE, Plaintiff AUTOTECH TECHNOLOGIES LIMITED PARTNERSHIP prays that this Court enter a finding of civil contempt against Defendant INTEGRAL RESEARCH & PRODUCTION CORPORATION, together with a fine, attorneys' fees, costs, and other relief as the Court deems appropriate.

AUTOTECH TECHNOLOGIES
LIMITED PARTNERSHIP

BY: /s/ _____
One of its Attorneys

Cary S. Fleischer
CHUHAK & TECSON, P.C.
225 West Washington Street
Suite 1300
Chicago, IL 60606
(312) 444-9300

EXHIBIT 1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

No. 96 C 3193

[Dated April 3, 1997]

AUTOTECH TECHNOLOGIES LIMITED PARTNERSHIP (ATLP) Plaintiff,	)
v.	)
INTEGRAL RESEARCH & PRODUCTION CORPORATION, VLADIMIR GOROVOI, and VICTOR EMELYANOV, Defendants.	)

Judge David H. Coar
Magistrate Edward A. Bobrick

AGREED ORDER

The parties having filed a Complaint and a Counterclaim in this cause and having agreed to resolve their differences hereby agree to the entry of this Order, and

IT IS HEREBY ORDERED AS FOLLOWS:

1. Neither Integral nor its Transistor Plant shall sell goods directly or indirectly in the United States Canada, or to Mexican subcontractors except any and all sales may be made by Integral through ATLP pursuant to the agreement between Integral and ATLP.

2. All pending discovery matters are hereby resolved; the Complaint and Counterclaim are dismissed with prejudice, except for the Court's retaining jurisdiction to enforce the provisions of this Agreed Order.

3. Unless consented to by Autotech, Integral is ordered to refrain from using, disseminating or copying the Data Book dated February, 1995, or portions thereof, the front page of which is attached hereto as Exhibit 1.

4. Integral agrees to achowledge the grant of exclusive rights provided in the Agreed Order entered or to be entered in State Court Case No. 95 CH 3927 and to obtain acknowledgment of the Government of said grant. Within 24 hours of said terms being accomplished, Autotech Technologies Limited Partnership will wire transfer $217,000.00 to Integral.

5. The $200,000.00 previously advanced to Integral by AVG for materials is forgiven.

6. This Order is binding upon the parties, their divisions, affiliates, agents, owners, officers, directors, employees, successors and assigns.

DATE: April 3, 1997

ENTER: /s/ _____
United States District Court Judge

/s/ _____
Shalabh Kumar
CEO, Autotech Technologies Limited Partnership

/s/ _____
Scott Fietsam
COO, AVG Semiconductors Division of ATLP

/s/ _____
Vladimir Gorovoi, Individually and for
Defendant Integral Scientific Production Corporation
and Integral Research & Production Corporation
("Integral")

/s/ _____
Cary S. Fleischer, Esq.
Attorney for Plaintiff

/s/ _____
John E. LaPine, Esq.
Attorney for Defendants

This Order Prepared Jointly by:

Cary S. Fleischer, Esq.
CHUHAK & TECSON, P.C.
225 West Washington Street
Suite 1300
Chicago, IL 60606
Telephone: (312) 444-9300

John E. LaPine, Esq.
Law Office of John E. LaPine
2024 Hickory Road - Suite 2NW
Homewood, IL 60430
Telephone: (708) 799-9613
Facsimile: (708) 799-6298

EXHIBIT 1

Ddi™

AVG Semiconductors™

LOGIC DATA BOOK

- ALS/LS
- HC/HCT
- 4000B Series
- AC/ACT

EXHIBIT 2

LAW OFFICE OF JOHN E. LAPINE
2024 HICKORY ROAD - SUITE 2NW
HOMEWOOD, ILLINOIS 60430
(708) 799-9613
FACSIMILE: (708) 799-6298

April 9, 1997

Via Facsimile Transmission and First Class Mail
Via Facsimile Transmission Number: (312) 444-9027

Cary S. Fleischer, Esq.
Attorney and Counselor at Law
Chuhak & Tecson, P.C.
225 West Washington Street - Suite 1300
Chicago, Illinois 60606

RE: ***Autotech Technologies Limited Partnership vs Digital Devices, Inc., et al*** **Case No.: 95 CH 3427**

Autotech Technologies Limited Partnership vs Integral Scientific Production Corporation, et al **- Case No.: 96 C 3193**

Dear Mr. Fleischer:

I am enclosing herewith your courtesy copies of the letters from Mr. D. Vecher and from Mr. V. Bobkov from the Ministry of Industry of the Republic of

Belarus that I received this morning in the matter referenced above.

Please commence with the wire transfer.

If you have any questions regarding this correspondence, or if I can assist you in any way, please contact me immediately.

Sincerely yours,

/s/
John E. LaPine, Esq.
Attorney and Counselor at Law

JEL/dmt
Enclosures (2)

Cc:Digital Devices, Inc. - correspondence file
Integral Scientific Production Corporation - correspondence file
Robert Waterstripe

[ ]

SPC INTEGRAL acknowledges the grants of Agreed Orders to Autotech Technologies Limited Partnership as provided in the federal Agreed Order and the state Agreed Order dated April 3, 1997.

D. Vecher
SPC INTEGRAL
Vice-President, Marketing

[seal]

[ ]

To what it may concern:

The Ministry of Industry of the Republic of Belarus acknowledges the grants Orders to Autotech Technologies Limited Partnership as provided in the federal Agreed Order and the state Agreed Order dated April 3, 1997.

V. Bobkov
Deputy Ministry of Industry

[seal]

EXHIBIT 3

INTEGRAL
RESEARCH AND PRODUCTION CORPORATION
Kazintsa Sq., MINSK 220600, Republic of Belarus,
Fax: (0172) 78-16-22, (0712) 78-79-80
Telex 252168 SKIF BY

FAX MESSAGE

Fax	630-510-7252
To,	Mr. Shalli Kumar
Company:	AVG
Date:	November 28,1997
CC:	Mr. Scott Fietsam

No of pages, including cover 2

Dear Mr. Kumar,

Thank you for your letter of November 26, 1997 in which we have discovered some constructive points for making clear our positions and understanding correct business management.

Nevertheless, it is extremely important to specify once more the state of things highlighted by us in the five questions of Nov 26, 97 fax message, as we don't completely agree with your vision'of the situation.

1. Contract #1530/145-703 by no means can substitute Agency Agreement, as this usual buying/selling contract has no provisions regulating the relationship between the manufacturer and the sole distributor. Without having such an agreement

we will face big problems in terms of long-term cooperation.

2. We can provide you with an official confirmation of the binding necessity of the Agreement for sole agents. While having business with ordinary buyers (by the way, Mr. Scornavacca is one of them) making a buying/selling contract with them is sufficient, moreover that in this case the volumes of purchases ordered are scanty and do not influence the situation at the market.

3. Your responding to our question is completely unclear. We can follow the order of court and withhold from supplying goods to anybody else, but it does not mean that our joint business in this case will be successful. To have profitable business one needs to be able to reach an agreement with a partner but not with the help of force.

4. It is strange that you are denying the existence of a verbal order of judge. There are many witnesses of this order as well as other proves. In future we'll come back to this. But the other thing seems strange. We would like very much to get the confirmation with facts that AVG as you state <<...has diligently tried to place order and do business with Integral...>>. We possess different information: there were no orders and more than 7 months the volume of actual AVG's purchases at Integral was infinitesimal. What concretely was impeding you to buy goods at Integral, if you were having customers at the American market? Integral is always prepared to deliver the ordered goods to you.

5. A very <<polite>> answer that does not contain the answer. Do you know how to sell goods?! Why you do not sell then? Of course, on the one hand you are the MAYOR player, but on the other hand you are the SOLE player. May be, the reason is that having no competition you do not hurry to start selling goods and ramping up the sales volumes?

The essence of our question #5 is as follows: Integral has some doubts and would like to make certain that AVG has customers (at least potential ones) for Integral goods. Could you provide us with such a proving information? On our part, we propose that AVG welcomes Integral delegation of 2-3 persons (let say D. Vecher, N. Dolgui, A. Uhlianitsa) with a short-term working visit in the nearest time with the purpose of familiarization with actual status of Integral-AVG packet at the USA market. This visit could take off many issues, as well as mutual distrust.

As regards Mr. Dolgui's long-term visit to AVG, confirming our decision we think that his coming would be reasonable while having deliveries from Integral. At present there are no real goals for his staying at AVG. I believe, you agree with this point?

Drawing up Sales Agency Agreement has been already started at Integral. We propose you to start working on it too. We believe that owning an experience of making up this kind of agreements (Integral-DDI in 1992, DDI-AVG in 1994) we can quite promptly coordinate and sign this principally needed document.

As concerns getting from the Government the document <<...stating that in future the US Court Orders will not be violated>>, we have tried to discuss the possibility of making up such a document at the Ministry of Industry but heard a polite refusal as they had already signed their consent and did not understand the sense of issuing another consent with an indefinite concept <<for future>>. We were said that the Ministry of Industry entrusts making commercial business directly to enterprises and will not interfere with them.

On our part, we believe that now we can start business on big deliveries/sales with the parallel prompt concluding Sales Agency Agreement.

Best Regards,

/s/
D. Vecher
Sales and Marketing Vice President

INTEGRALINTORG
Foreign Trade Firm
Tel/Fax (0172) 77-15-21
Export dpt phone (0172) 77-31-43
Import dpt phone (0172) 77-20-20

EXHIBIT 4

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

Office of the Clerk

H. Stuart Cunningham
CLERK

Cary S. Fleischer
Chuhak & Tecson
225 West Washington Street
Suite 1300
Chicago, IL 60606

Case Number: 1:96-cv-03193

Title: Autotech Tech Ltd v. Integral Research

Assigned Judge: Honorable David H. Coar

MINUTE ORDER of 11/8/96 by Hon. David H. Coar:

Plaintiff/counter-defendant's motion to dismiss counter-complaint [13-1] shall be deemed as a motion for a more definite statement and is granted. Defendant to file an amended pleading in compliance with the Federal Rules of Civil Procedure by 12/16/96. All discovery disputes will be referred to the Magistrate-Judge, Judge Bobrick.

This docket entry was made by the Clerk on November 21, 1996

ATTENTION: This notice is being sent pursuant to Rule 77(d) of the Federal Rules of Civil Procedure or Rule 49(c) of the Federal Rules of Criminal Procedure. It was generated by ICMS, the automated docketing system used to maintain the civil and criminal dockets of this District. If a minute order or other document is enclosed, please refer to it for additional information.

APPENDIX I

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT
OF ILLINOIS
EASTERN DIVISION

No. 96 C 3193

[Filed February 2, 2006]

AUTOTECH TECHNOLOGIES LIMITED PARTNERSHIP, an Illinois limited partnership, Plaintiff,	)
v.	)
INTEGRAL RESEARCH & DEVELOPMENT CORPORATION, VLADIMIR BOROVOI, and VICTOR EMELYANOV, Defendants.	)

PLAINTIFF'S MOTION FOR WRIT OF EXECUTION

Plaintiff, Autotech Technologies Limited Partnership (hereafter "Autotech"), by and through its attorneys, Cary S. Fleischer and David G. Susler, moves this Honorable Court to enter a Writ of

Execution to enable enforcement of the previously entered civil contempt judgment order. In support of this motion, Plaintiff states as follows:

1. On December 23, 1997, this Court entered a civil contempt judgment order against Defendant, Integral Research & Development Corporation ("Integral") arising out of Integral's willful violation of this Court's April 3, 1997 order that Integral was not to sell goods directly or indirectly in the United States, Canada or to Mexican sub-contractors. As of January 31, 2006, the amount of the judgment was $14,790,000 and growing at the rate of $5,000.00 per day plus interest. The interest rate as of the week ending January 27, 2006 is 4.5% compounded annually. The total principal plus interest due through January 31, 2006, therefore, is $18,876,730. A copy of the December 23, 1997 order is attached hereto as Exhibit 1.

2. Following entry of the December 23, 1997 order, the Defendants' then attorney, John LaPine, met with Plaintiffs attorney, Cary Fleischer, and discussed the entry of that order and possible resolution and settlement.

3. Shortly thereafter, attorney LaPine advised Cary Fleischer that he was no longer representing the Defendants in this matter. Plaintiff has had no contact from Defendants since that time, despite efforts to contact Defendants and collect the judgment due from Defendants.

4. Plaintiff has made several attempts to collect this judgment and to contact Defendants as well as

third parties Plaintiff reasonably believes hold assets belonging to Integral. Plaintiff's efforts include the following:

a. Issuing citations to discover assets against certain U.S. based companies Plaintiff believed held assets belonging to Integral that could be levied to satisfy at least a portion of the judgment debt. No such assets were discovered or levied upon.

b. On December 8, 2005, Plaintiff sent a letter to Victor Emelyanov, the President/CEO of Integral. Plaintiff has received absolutely no response to that letter. A copy of that letter is attached hereto as Exhibit 2.

c. On December 28, 2005, Plaintiff sent letters to 10 companies located in various countries that are listed on Integral's website as being distributors of Integral's products and, based on Plaintiff's information and belief, distribute Integral's products in the United States, which is a direct violation of the judgment order. Plaintiff has had no response from any of these companies. Copies of these letters are attached hereto as Group Exhibit 3.

5. Based on Plaintiff's information and belief, Integral continues to violate the December 23, 1997 order by selling its products in the United States through a wholly owned subsidiary of Integral called Belmicrosystems, as well as through foreign distributors that sell Integral products in the United States. Attached hereto as Exhibit 4 is a copy of an email exchange with an Integral distributor in Bangalore, India stating it will arrange shipment of

Integral chips into the United States. The exchange described in Exhibit 4 is a violation of the December 23, 1997 order, as that order applies to all companies selling Integral products in the United States and confirms that Integral products may only be sold and distributed in the United States by Plaintiff.

6. Based on Plaintifl's research to identify and locate assets of the judgment debtor, including those possibly held by third partics, including information available on Integral's own website, Plaintiff believes there are assets of Integral located in other countries that can be levied upon to satisfy at least a portion of the judgment debt owed to Plaintiff. These assets include Integral manufactured products that Integral sells through distributors, including sales into the United States. (See, *for example,* Exhibit 4) Sales by Integral in the United States, directly or indirectly, are to be made exclusively by and through Plaintiff. In order to levy upon these assets, Plaintiff must possess not only a certified copy of the judgment order (Exhibit 1) but also a Writ of Execution.

7. Rule 69 of the Federal Rules of Civil Procedure provides that supplemental proceedings to enforce a judgment "shall be in accordance with the practice and procedure of the state in which the district court is held." In Illinois, supplemental proceedings to enforce a judgment are governed by 735 ILCS 5/2-1402 and Illinois S. Ct. Rule 277. Such proceedings include citations to discover assets, garnishment, levy and sale of property. The statute provides further that it is in addition to any other methods provided by law. 735 ILCS 5/2-1402 (i). The statute is to be liberally construed. (*Shatkin Investment Corp. v. Connelly*, 128

Ill. App. 3d 518, 522, 470 N.E.2d 1230 (2d Dist. 1984).) Additionally, a judgment creditor may issue a citation to discover assets "against the judgment debtor or any third party the judgment creditor believes has property of or is indebted to the judgment debtor." IL S. Ct. Rule 277(a). *(See* also *Regan v. Garfield Ridge Trust and Savings Bank*, 247 Ill. App. 3d 621, 623, 617 N.E.2d 818 (2d Dist. 1993) (judgment creditors are authorized to issue citations against "*any third party* the judgment creditor *believes* has property of or is indebted to the judgment debtor.")

8. Therefore, Plaintiff requests this Court enter a Writ of Execution order that provides as follows:

a. That Plaintiff, through its agents, is entitled to enforce and collect from third parties the judgment debt entered against Defendants on December 23, 1997;

b. That those third parties that have, hold, or are in possession of goods or monies belonging to Integral be commanded to produce all books, papers or records in their possession or control which may contain information concerning the property or income of, or indebtedness due Integral;

c. That those third parties be prohibited from making or allowing any transfer or other disposition of, or interfering with, any property not exempt from execution or garnishment belonging to Integral or to which he may be entitled or which may be acquired by or become due to Integral and from paying over or otherwise disposing of any money not so exempt, which is due or becomes due to Integral, until further

order of court or termination of the proceedings. Those third parties are not required to withhold the payment of any money beyond double the amount of the judgment.

d. That Plaintiff is allowed to levy upon any and all assets of Integral held by, in the possession or control of, said third parties and, if said assets are not cash money, to sell said assets and convert them to cash money, and that Plaintiff is entitled to collect said assets and cash money as and for satisfaction of that portion of the judgment debt owed to it by Integral pursuant to the terms of the December 23, 1997 order.

WHEREFORE, Plaintiff, Autotech Technologies Limited Partnership, prays this Honorable Court enter a Writ of Execution to enable enforcement of the previously entered civil contempt judgment order, and that the Court grant all other and further relief it deems just and appropriate.

Respectfully submitted,
Autotech Technologies Limited Partnership

s/ David G. Susler
One of the Attorneys for Plaintiff

Cary S. Fleischer (#0831158)
CHUHAK & TECSON, P.C.
30 S. Wacker Drive, Suite 2600
Chicago, Illinois 60606
(312) 444-9300

David G. Susler, Esq. (ARDC No. 6195706)
Attorney for Plaintiff
363 St. Paul Blvd.
Carol Stream, Illinois 60188
Tel: 630-462-5906, ext. 278
Fax: 630-556-6006

APPENDIX J

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT
OF ILLINOIS
EASTERN DIVISION

No. 96 cv 03193

[Filed March 10, 2006]

AUTOTECH TECHNOLOGIES LIMITED PARTNERSHIP, Plaintiff,	)
v.	)
INTEGRAL RESEARCH & DEVELOPMENT CORPORATION, VLADIMIR BOROVOI, and VICTOR EMELYANOV, Defendants.	)

NOTICE OF APPEAL

TO: All Parties of Record

Notice is hereby given that defendants Integral Research & Development Corporation, Vladimir Gorovoi, and Victor Emelyanov, hereby appeal to the United States Court of Appeals for the Seventh Circuit

from the Judgment Order [Docket No. 42] and the Order [Docket No. 44] concurrently entered by Judge Coar on February 10, 2006.

Dated: March 10, 2006

Respectfully submitted,

INTEGRAL RESEARCH & DEVELOPMENT CORPORATION, VLADIMIR GOROVOI, and VICTOR EMELYANOV

By:/s/_____
One of Their Attorneys

William P. Schuman, P.C. (#3124458)
McDERMOTT WILL & EMERY LLP
227 West Monroe Street
Chicago, IL 60606-5096
Telephone: 312.372.2000
Facsimile: 312.984.7700
Email: wschuman@mwe.com